



South Carolina  
Department of Transportation

# Request for Proposals

**Final with Addendum 2**



I-85 over Rocky Creek Bridge

Design-Build Project

Project ID P038111

Greenville County

**ADDENDUM 1 – SEP. 10, 2019**

**ADDENDUM 2 – OCT. 8, 2019**

**I-85 over Rocky Creek Bridge**  
**Greenville County, South Carolina**

**A Design-Build Project**

**Project ID P038111**

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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 corporation, 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.

If Proposer accepts a stipend, all information obtained under this RFP will become the property of SCDOT without restriction or limitation on its use, including Alternative Technical Concepts (ATCs). 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. If a Proposer elects not to accept the stipend, Proposer’s ATCs may remain the property of Proposer.

## **2. PROJECT OVERVIEW**

### **2.1 Project Description**

SCDOT proposes to replace the existing quad barrel, eight foot by ten foot, bridge-sized culvert at Rocky Creek with a new bridge along I-85 in Greenville County. The culvert does not have sufficient hydraulic capacity and overtopping of the interstate during flood events has occurred. In addition, the bridge will include the auxiliary lanes for the Pelham Road interchange and width for the future fourth lane in each direction along I-85. 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 Project Design Criteria is located on the SCDOT Design-Build website at <https://www.scdot.org/business/i-85-rocky-creek-bridge.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 may contain additional information not provided at the RFQ stage. 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 <https://www.scdot.org/business/design-build.aspx>. 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. Any information contained in Project Information Package is for information only, is not part of the contract and SCDOT makes no representation or warranties regarding such information. 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 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 (as identified in the Proposer's SOQ) 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 Room 101 (Room 302, 421)  
Columbia, South Carolina 29202-0191

E-mail: WrightCL@scdot.org  
(WessingeBM@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**

A re-evaluation of the existing NEPA document associated with the I-85/I-385 interchange project including environmental impacts associated with this project has been obtained. The Proposer shall be responsible for complying with the NEPA determinations and all environmental commitments. The USACE Section 404 Permit (SAC-2012-00588) has been acquired and the Proposer shall modify the existing permit to include impacts associated with the construction of the project. Mitigation credits have been obtained as specified 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 the two-phased selection method. Phase 1, which identified a short-list of qualified Proposers, is complete.

In Phase 2, SCDOT will invite each of the short-listed Proposers to submit their Proposals for completion of the Project. After evaluation of the Proposals, SCDOT plans to award and execute a contract with a single Proposer. Phase 2 includes the following steps:

1. SCDOT releases RFP for Industry Review
2. SCDOT holds Open-Forum Meeting with Proposers to clarify/revise RFP
3. SCDOT releases Final RFP
4. Proposers submit Preliminary Alternative Technical Concepts (ATC) and Confidential Questions
5. SCDOT conducts Confidential One-on-One Meetings with Proposers to discuss Preliminary ATCs and Confidential Questions
6. SCDOT accepts Non-confidential Questions and conducts Open-Forum Meetings with all Proposers, if necessary

7. Proposers submit Formal ATCs and any additional Confidential Questions
8. SCDOT conducts Confidential One-on-One Meetings with Proposers to discuss Formal ATCs and additional Confidential Questions, if necessary
9. SCDOT accepts Non-confidential Questions and conducts Open-Forum Meetings with all Proposers, if necessary
10. SCDOT approves/disapproves ATCs
11. Proposers submit Proposals
12. SCDOT evaluates Proposals
13. 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 Standard Forms Section.

<https://www.scdot.org/business/design-build.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 to 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 Standard Forms Section.

<https://www.scdot.org/business/design-build.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 the Confidential Preliminary ATC Meeting and/or any Confidential One-on-One Formal ATC Meetings. 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 the Confidential Preliminary ATC Meeting and/or any Confidential One-on-One Formal ATC Meetings shall be binding on SCDOT.

Confidential questions received on the dates prior to the Confidential Preliminary ATC Meetings with Proposers may be discussed at that meeting. For confidential questions received on the allowable date(s) after the Confidential Preliminary ATC Meeting, verbal answers may be provided during a Confidential One-on-One Questions Meeting/conference call which may be held within 10 business days 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 Standard Forms Section.

<https://www.scdot.org/business/design-build.aspx>.

### **3.7 Preliminary Alternative Technical Concepts**

An ATC is a confidential request by a Proposer to modify a contract requirement, specifically for that Proposer, prior to the Proposal due date. Requests for contract modifications that may qualify as ATC's may include, but not be limited to, changes in design criteria, changes in alignments or location of facilities, changes to review and submittal processes, change in material or structure types, change in interchange type, etc. The ATC process provides an opportunity for design-build Proposals to promote innovation, find the best solutions, and to maintain flexibility in the procurement process. ATCs are evaluated by SCDOT within the deadline set forth in the Milestone Schedule. In order to be approved, an ATC must be deemed, in SCDOT's sole discretion, to provide a Project that is equal or better in quality or effect on an overall basis than the Project would be without the proposed ATC. Concepts that simply delete scope, lower performance requirements, lower standards, conflict with environmental commitments, or reduce contract requirements are not acceptable as ATCs. SCDOT reserves the right, in its sole discretion, to reject any ATC. No ATC shall be included in the Proposal unless approved by SCDOT in writing prior to the Proposal submission deadline.

As the environmental determination has been made for this Project, the following shall be used during the development of proposals and ATCs:

- Concepts which violate environmental commitments require submittal and approval of an ATC to be eligible for implementation.
- If the environmental determination for the Project evaluated a study area without specifying a preferred alternative:
  - a. Designs which stay within the study area are permissible and do not require submission of an ATC, provided all other RFP requirements are met;
  - b. Any design which extends beyond the study area requires submittal and approval of an ATC to be eligible for implementation.
- If the environmental determination for the Project identified a preferred alternative:
  - a. Shifts in the preferred alternative alignment that stay within the proposed right of way limits presented in the document and do not increase the environmental impacts are permissible without the submission of an ATC, provided all other RFP requirements are met;
  - b. Shifts in the preferred alternative alignment that stay within the proposed right of way limits presented in the document but increase the environmental impacts require submittal and approval of an ATC to be eligible for implementation;
  - c. Any shift in the preferred alternative outside the proposed right of way limits presented in the document will require submittal and approval of an ATC to be eligible for implementation.

### 3.7.1 Submittal of Preliminary ATCs

Preliminary concepts are intended to be an informal inquiry by the Proposer to explore a concept and a quick method by SCDOT to review and comment on potential development of ATCs prior to investment of time and resources by the Proposer. Preliminary concepts shall present a Description, Deviations, and a range of Costs, as further described in Section 3.8.1. Other items identified in Section 3.8.1 can be provided, but are not required. The amount of information provided shall be constrained to the boxes provided in the Preliminary ATC Submittal Form. SCDOT will allow one single tabloid sized attachment (11" x 17") for detailed drawings or sketches. Submission of preliminary concepts does not change or extend the submission deadline of Formal ATCs.

Proposers shall be limited to one package of preliminary concepts and the total number of preliminary concepts shall not exceed 20. If more than one preliminary concept 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.

All preliminary ATCs shall be submitted electronically by uploading to ProjectWise . Each ATC shall be contained in a single pdf document, which includes the Preliminary ATC form. The Preliminary ATC Submittal Form can be downloaded from the SCDOT Design-Build website under the SCDOT Design-Build Documents and Standard Forms Section. The document will not upload without entering the required attribute information.

<https://www.scdot.org/business/design-build.aspx>

The Proposer shall submit Preliminary ATCs for review in accordance with the Milestone Schedule. All Preliminary ATC information being exchanged between Proposers and SCDOT shall occur only on the specific dates shown, unless otherwise directed by the SCDOT POC.

### 3.7.2 Confidential Preliminary ATC Meeting

SCDOT will offer Confidential Preliminary ATC Meetings at the request of the Proposers. Proposers shall request a meeting in writing (email is acceptable) addressed to the SCDOT POC with a copy to the alternate POC by the date specified in the Milestones Schedule. SCDOT will reserve two hours of meeting time for each Proposer that requests a meeting, and SCDOT will give time of day preference in the order that requests are received. The purpose of this meeting is to provide the Proposer with the opportunity to confidentially discuss the preliminary ATCs and questions with SCDOT personnel. SCDOT may answer questions at the meeting verbally. Verbal responses are for information only and are not binding. Nothing discussed at this meeting shall change the requirements in the RFP.

### 3.7.3 Responses to Preliminary ATCs

SCDOT will provide a response to the Proposer in accordance with the Milestone Schedule. SCDOT responses will be “Favorable,” “Not Favorable,” “Addendum,” or “Not an ATC.” If additional clarification is needed after the Preliminary ATC Meeting, Proposers are responsible for sending the clarification as soon as possible so that SCDOT has an opportunity to assess the benefits of the concepts before providing a response in accordance with the Milestone Schedule. A favorable response by SCDOT in no way guarantees that the concept will become an approved formal ATC. The favorable response may be subject to conditions.

## 3.8 Formal Alternative Technical Concepts

### 3.8.1 Submittal of Formal ATCs

Each formal ATC submittal shall include the following.

- **Description:** A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information (including, if appropriate, specifications, construction tolerances, special provisions, proposed bridge types, product details, and a traffic operational analysis). Drawings shall clearly indicate what is specifically proposed for this project. Samples/Examples from other projects may be used but specific commitments shall be identified for this project (i.e. member sizes, material requirements, etc. Specification and special provisions shall be supplied if the ATC covers materials, products, etc. not commonly used by SCDOT and not covered in the RFP package or references. Traffic analysis shall provide adequate information to clearly demonstrate the impacts of the proposal on the project and shall contain summaries where appropriate to aid in review.
- **Usage:** Locations where and an explanation of how the ATC would be used on the Project.
- **Deviations:** Clearly identify the sections and page numbers in the RFP which is deviated and requires submission of an ATC. Include an explanation of the nature of the proposed deviation and a request for approval of such deviations or a determination that the ATC is consistent with the requirements of the RFP. If consistent with the RFP, please provide the sections and page numbers in the RFP which address the concept.
- **Justification:** Justify use of the ATC and why the deviations from the requirements of the RFP should be allowed.
- **Schedule:** Proposed changes to the Project schedule if applicable. If early delivery is proposed, proposer shall clearly define any proposed liquidated damages or effect to contract if early date is not met.
- **Impacts:** Identify potential impacts on vehicular traffic, safety, community, utilities, right of way, and the environment.
- **History:** A detailed description of other projects where the ATC has been used under comparable circumstances, the success of such usage, and names and telephone numbers of project owners that can confirm such statements.
- **Risks:** A description of added risks to SCDOT and other persons/entity associated with implementing the ATC.
- **Costs:** An estimate of the impact of the ATC on the Proposal Price and the ATC implementation costs to SCDOT, FHWA, Contractor, or other person during construction, maintenance and operations.
- **Quality:** A description of how the ATC is equal or better in quality and performance than the requirements of the RFP.
- **Operations & Maintenance:** Any changes in operation or maintenance requirements associated with the ATC.

The technical response to each item outlined above shall be provided in the Formal ATC Submittal Form. Text submissions shall be limited to the form and shall not be provided as attachments. Only drawing details, plan sheets, charts, tables, graphs, specifications, special provisions, manufacturer data sheets, and supporting reports/analyses can be provided as an attachment to the Formal ATC Submittal Form.

A maximum number of 10 formal ATCs may be submitted to SCDOT by the Proposer for consideration.

All formal ATCs shall be submitted electronically by uploading to ProjectWise . Each ATC shall be contained in a single pdf document, which includes the Formal ATC form. The Formal ATC Submittal Form can be downloaded from the SCDOT Design-Build website under the SCDOT Design-Build Documents and Standard Forms Section. The document will not upload without entering the required attribute information.

<https://www.scdot.org/business/design-build.aspx>

The Proposer shall submit formal ATCs in accordance with the Milestone schedule. All information being exchanged between Proposers and SCDOT shall occur only on the specific dates shown, unless otherwise directed by the SCDOT POC.

### 3.8.2 Review of Formal ATCs

Review of formal ATCs shall be in accordance with the information and Milestone Schedule provided herein.

- a. Initial Review: Upon completion of the initial review, SCDOT will make a final determination in accordance with Section 3.8.3, request more information, or provide a conditional response.
- b. More Information Needed: SCDOT may submit written questions to the Proposer as outlined in the Milestone Schedule, and/or request a one-on-one meeting in order to better understand the details of the formal ATC. In addition, for questions related to minor clarifications, SCDOT may submit written questions to the Proposer anytime during the initial review or any subsequent review. Proposers will then have the opportunity to resubmit according to the Milestone Schedule.
- c. One-on-One Meetings: Confidential One-on-One Formal ATC meeting(s) may be scheduled to fully understand the details of any formal ATCs. These meetings will be restricted to those persons involved in the review of the formal ATC and limited to discussions of the Proposer's formal ATC approach and any outstanding confidential questions. The purpose of this meeting is to discuss proposed changes, answer questions, and other relevant issues. Verbal responses are for information only and are not binding. Nothing stated at any formal ATC meeting(s) will modify the RFP or Contract Documents. SCDOT reserves the right to disclose to all Proposers any issues raised during the ATC meeting(s) in an addendum. However, SCDOT will not disclose any information pertaining to an individual Proposer's ATCs or other technical concepts to other Proposers.

- d. Conditional Response by SCDOT: If the SCDOT states a formal ATC is not approved in its present form, it may be reconsidered for approval upon satisfaction, in SCDOT's sole discretion, of certain identified conditions that must be met or certain clarifications or modifications that must be made by Proposer. The Proposer shall not have the right to incorporate this formal ATC into the Proposal unless and until the formal ATC has been resubmitted in accordance with the Milestone Schedule, with the conditions, clarification and modifications satisfied, and SCDOT has made a final determination.
- e. No Response from SCDOT: If the Proposer does not receive correspondence from SCDOT in accordance with the Milestone Schedule, the formal ATC is deemed rejected by SCDOT, unless written notification to extend this period is given by SCDOT.

### 3.8.3 Final Determination of SCDOT

SCDOT will make one of the following written determinations with respect to each properly submitted ATC:

- a. The ATC is approved.
- b. The ATC is not approved.
- c. The submittal does not qualify as an ATC but appears eligible to be included in the Proposal without an ATC (i.e., the concept appears to conform to the RFP and to be consistent with other contract requirements).
- d. The ATC is deemed to take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, the ATC will not be considered, and the RFP will be revised to correct the error or omission.
- e. More than one formal ATC has been received on the same topic and SCDOT has elected to exercise its right to issue an addendum to the RFP to include that topic.

Once an ATC has been approved, only the entire ATC is eligible for inclusion into the Proposal. The inclusion of partial ATCs into a Proposal is not allowed, unless the individual ATCs have received separate approval by SCDOT.

Each Proposer, by submittal of its Proposal, acknowledges that the opportunity to submit ATCs was offered to all Proposers, and waives any right to object to SCDOT's determinations regarding acceptability of ATCs.

### 3.8.4 Incorporation into Proposal

A Proposer has the option to include any or all approved ATCs in its Proposal. If SCDOT responded to an ATC by identifying conditions for approval, Proposer may not incorporate such ATC into the Proposal unless all conditions have been met. Copies of SCDOT's ATC approvals, which shall include the ATC Summary Form for each incorporated ATC, shall be included in the Technical Proposal appendices. Proposals with or without ATCs will be evaluated against the same technical evaluation factors set forth in the Evaluation of Proposals section, and the inclusion of an ATC, including an ATC that provides technical enhancements, may or may not receive a higher technical rating. SCDOT approval of an ATC shall not be considered a guaranty that the Proposal incorporating the ATC will be selected. SCDOT's rejection of an ATC will not entitle the Proposer to an extension of the Proposal submission deadline on the Milestone Schedule or claim for additional costs or delays, including development costs, loss of anticipated profits, or increased material or labor costs. The Total Cost to Complete shown in the Cost Proposal shall reflect any incorporated approved ATCs. Except for incorporating approved ATCs, the Proposal may not otherwise contain exceptions to or deviations from the requirements of the RFP.

#### 3.8.5 Value Engineering

An approved ATC that is not incorporated into the Proposal will not be considered a pre-approved value engineering change.

#### 3.8.6 Abandonment of ATC by Proposer

If the approved ATC is abandoned by the Proposer, is unable to obtain required approvals, is otherwise proved to be infeasible, or fails to be constructed for any reason, the successful Proposer is obligated and required to complete the Project utilizing the original RFP requirements at the awarded cost, and shall be responsible for any redesign costs.

#### 3.8.7 SCDOT's use of Concepts Contained in an ATC

SCDOT expressly reserves the right to adopt and use any ATC, approved or disapproved, by the successful Proposer on this contract or other contracts administered by SCDOT. By submitting a Proposal, all unsuccessful Proposers acknowledge that upon acceptance of the designated stipend, all approved or disapproved ATCs may be included in this contract or other contracts administered by SCDOT and shall become the property of SCDOT without restriction on use. Prior to contract execution, limited negotiations may be conducted as necessary to incorporate the ideas and concepts from unsuccessful Proposers, provided a stipend is accepted by the unsuccessful Proposer. After execution of the Contract, all ATCs from Proposers who have accepted a stipend will be subject to FOIA.

#### 3.8.8 Proposer Obligations

The successful Proposer, in addition to performing all other requirements of the Contract Documents, shall:

- a. Obtain and pay the cost of obtaining all required approvals including approvals required to implement any approved ATC(s) incorporated into the Contract Documents;
- b. Obtain and pay the cost of obtaining any third party approvals required to implement any approved ATC(s) incorporated into the Contract Documents; and
- c. Unless otherwise noted in the Contract, be responsible for all costs and/or delays of any nature associated with the implementation of any approved ATC incorporated into the Contract Documents.
- d. Be solely responsible for reviewing the RFP and determining if the ATC deviates from the revised requirements if SCDOT revises the RFP after a formal ATC has been approved. The Proposer must submit a request for approval of all additional variances required within five (5) business days of receipt of the RFP addendum.

### **3.9 Stipends**

By submitting a Proposal in response to the RFP, the Proposer acknowledges the following:

1. It is the intent of SCDOT to award a stipend of \$90,000.00 to each responsible and responsive Proposer subject to the terms of the Stipend Agreement set forth in Section 13 of the RFP Instructions.
2. If Proposer elects to receive a stipend, the Stipend Acknowledgement form and Stipend Agreement shall be signed by Proposer and submitted as part of the unsealed Technical Proposal. The Stipend Agreement will not count against the specified page limit.

## **4. PROPOSAL DEVELOPMENT AND SUBMITTAL**

Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal. Required forms, confidentiality list, conceptual plans, and approved ATCs 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, and which are not approved as an ATC, 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 10 pages, excluding the required appendices. Charts, tables, and schedules used to explain or expand on the Technical Proposal 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

- A.1 – Roadway Plans
- A.2 – Maintenance of Traffic Plans and/or Documents
- A.3 – Bridge Plans

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

Appendix C – Approved ATCs being incorporated into the Proposer's Cost Proposal

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 Proposer may choose to include a discussion on Innovation and Added Value; however, the decision to not discuss Innovation and Added Value will not result in a non-responsive proposal. The Technical Proposal Narrative shall be developed in the following sequence:

1. Describe the Project Delivery & Approach by discussing/providing the following. (40 points).
  - a. Identify the proposed schedule for implementing the Project. Include the sequence of construction, segmentation, if any, and material and equipment staging plan.
  - b. Describe the Team's approach for demolition of the existing culvert.
  - c. Describe the proposed design submittal process and include a chart showing anticipated deliverables in sequence that will allow SCDOT to conduct efficient and complete reviews. Dates do not need to be included in the chart showing anticipated deliverables.
  - d. Discuss approach for coordination with the I-385/I-85 Interchange Project.
  - e. Describe the proposed approach for minimization, avoidance, and mitigation of environmental impacts. Describe the plan for obtaining permits and compliance with environmental commitments.

- f. Describe the proposed approach for temporary pavements during construction including proposed design. Include intended use of pavement design and anticipated durations for in place use. Provide Describe materials for use and thicknesses/weights to clearly demonstrate design.
    - g. Describe the proposed approach to Quality Control and understanding of the Quality Assurance Program. Discuss the roles of the Proposer and SCDOT for all aspects of construction of the Project. Discuss compliance with required standards, testing laboratories, mix designs and material certifications processes.
  2. Describe the Proposer's Innovation and Added Value to the project that clearly provides additional benefit to SCDOT or the public. The Proposer has an opportunity to earn up to 100 Quality Credit points. An innovative aspect does not include practices that are standard to the industry. Innovation may include the Proposer's means and methods, roadway alignments, approach to Project, etc. If the Proposer wishes SCDOT to consider items, including ATCs, to be innovative or to provide additional quality, these items must be described in this section to be eligible for any of these points. However, SCDOT reserves the right to assign points for all items deemed beneficial to SCDOT or the public that have not been identified in this section. In addition, the Proposer should consider, but not be limited to, the following items, which SCDOT considers high risk to the Project.
    - a. Minimizing and avoiding impacts to traffic during all construction and demolition activities including, but not limited to, the following:
      - Temporary lane closures
      - Traffic Shifts
      - Construction stages
    - b. Promoting the development of business management and technical skills for SCDOT certified Disadvantaged Business Enterprises (DBEs) through the use of the SCDOT Mentor-Protégé Program. Information regarding this program is available at on the SCDOT Business Development Center website at <https://www.scdot.org/business/bus-development-center.aspx>.

All costs related to participation in this program shall be the responsibility of the Contractor. Proposers shall include all associated costs in their Total Cost to Complete for the project.

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

3. Provide Conceptual Roadway Plans (10 points). The intent of conceptual roadway 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 for design content and

compliance with RFP requirements, including ATC's, if any, rather than plan development/preparation conformance. The following shall be provided.

a. Typical sections for all roadways shall include as a minimum ~~(11"x17" plan sheets)~~:

- Design speed
- Functional classification
- Lane configuration and widths
- Shoulder and median widths
- Cross slopes
- Point of grade
- Notes and details as necessary

b. Plan and profile for the entire project limits including interchange layout ~~(11"x17" plan sheets)~~.

Plan view shall include as a minimum:

- Geometric layout with reference data
- Superelevation data
- Taper lengths
- Deceleration/acceleration lengths
- Construction limits
- Control of Access Limits (mainline and interchange)
- Existing and proposed Right of Way
- Lane alignment
- Clear zone limits
- Horizontal clearance at obstructions (any critical locations)
- Roadside barriers (location and type)
- Bridge and box culverts
- Limits of retaining walls
- Indicate any design exceptions approved in the RFP

Profile view shall indicate:

- Grades & elevations
- Vertical curvature (PI station & elevation, length & K value, stopping site distance design speed met)
- Bridge clearance envelopes

c. Cross sections only where necessary to indicate a significant difference from the conceptual plans in the Project Information Package. These should be limited to only those showing a significant change and may be segmented for only the areas where changes occur ~~(11"x17" plan sheets)~~.

- d. Special emphasis details (where needed to clearly demonstrate understanding and approach - isolated locations such as ramp ties, wall types, etc.) (11"x17" plan sheets).
4. Provide Conceptual Maintenance of Traffic Plans (20 points). The plans shall depict the number of construction stages and a staging narrative within those plans to include duration of each stage. The plans may be color coded. Plan scale and detail for critical areas shall be appropriate for demonstrating transitions, directional flow, and all items below.
  - a. Plan for areas deemed critical by the design team for staging concerns. These areas may require cross sections for more detail.
  - b. Plan for access to the median work zone (ingress and egress).
  - c. Plan for maintaining ramp traffic.
  - d. Plan for maintaining positive temporary drainage during stages.
  - e. Plan for placing girders over the interstate.
  - f. Plan for notifying the traveling public of upcoming stages.
5. Provide Conceptual Bridge Plans which shall consist of the following (30 points).
  - a. Plan and profile of bridge showing horizontal and vertical clearances and expansion joint locations and types of joint materials.
  - b. Superstructure cross sections and substructure elevations showing pertinent structural elements, dimensions, and types of bearings.
  - c. Construction staging plan for bridge work including dimensions of temporary roadway widths both on the bridges and, where applicable, on the roadway beneath the bridges.
  - d. Bridge construction access plan showing areas used to access the bridge work and showing proposed equipment and material handling locations and staging.
  - e. Bridge demolition plan showing staging and phasing, equipment access, temporary shoring, material storage and handling, and location of traffic during demolition.
  - f. Retaining wall envelopes at the bridge ends showing top of wall, ground lines, and bottom of wall (required only if retaining walls are proposed).
6. Required Forms, and Confidential and Proprietary Information include.
  - a. Stipend Acknowledgement form
  - b. Stipend Agreement
  - c. EEO Certificate
  - d. Non-Collusion Certificate
  - e. Notice of Receipt of Addendum
  - f. Updated Organization Chart and Notarized Statement of Availability of Key Individuals
    - If SCDOT has approved the replacement of Key Individuals since short-listing, provide an updated organizational chart from the Proposer's

Statement of Qualifications incorporating the approved changes by the SCDOT.

- The Proposer shall include notarized written statement from the Proposer's Project Manager indicating that all Key Individuals identified on the original organizational chart submitted with the SOQ or the updated organizational chart will be available at the times and durations required in the RFQ and RFP.
- g. Confidential and Proprietary Information Page List (See Section 4.4)
- h. Prequalification certificates for all construction firms identified in the organization chart. If the Proposer is a Joint Venture, prequalification certificates for each individual member and/or partner, as well as for the Joint Venture.
- i. A copy of the joint venture organizational agreement, if not already submitted with the SOQ.

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 <https://www.scdot.org/business/design-build-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:

Ms. Carmen Wright  
Office of Project Delivery  
South Carolina Department of Transportation  
955 Park Street, Room 101  
Columbia, South Carolina 29202-0191

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

### Technical Score

All Technical Proposals will be evaluated and scored on a scale of 0 to 100 points prior to opening the Cost Proposals. A Technical Proposal Narrative outlining the Proposer's Project Approach and Delivery which meets the minimum expectations of SCDOT as described in the RFP will be scored at 40 points. Conceptual Plans providing a quality design through sound engineering principles and practices will be scored at 60 points. Sound engineering principles and practices are those design concepts, consistent with the RFP criteria and industry standards that are reliable, safe, and work efficiently as determined by SCDOT. Points will be deducted from the Project Approach and Delivery Technical Narrative and Conceptual Plans for aspects that do not conform to the RFP requirements, have omitted items, and contain deficiencies. At SCDOT's discretion, points will also be deducted for aspects of a Proposal that lack sound engineering judgement, as determined by SCDOT, in accomplishing the scope of work, incorporate minimal design values in areas where higher values are more commensurate with the design context, or provide unsuitable quality. A Proposer will be deemed non-responsive if the evaluation of their Technical Proposal results in a score less than 70. The following criteria will be used in determining the Technical Score.

Project Delivery and Approach	40 points
Conceptual Roadway Plans	10 points
Conceptual MOT Plans	20 points
Conceptual Bridge Plans	30 points
Required Forms	<u>Pass/Fail</u>
<b>Total Available</b>	<b>100 points</b>

Each member of the Committee will examine each Proposal in detail to measure its contents against the evaluation factors and assign a score to each factor. The Committee will then meet and formulate its collective conclusions. The Committee must discuss significant variations in evaluator's scores or assessments of technical merit and resolve discrepancies or fully explain them. The Committee will assign the final 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.

### **Quality Credit Score**

The Technical Proposal Narrative outlining the Proposer's Innovation and Added Value that, in the opinion of the SCDOT, provide additional benefits and added value to the Project beyond that specified in the RFP requirements will be awarded Quality Credits up to 100 points. Approved ATCs incorporated into a Proposal may or may not be considered additional benefits to SCDOT.

## **5.4 Presentations**

Proposers who have submitted responsive Technical Proposals will be invited by the Committee to make a presentation on the date identified in the Milestone Schedule. The Committee will be present during the presentations. The Committee may prepare questions and these questions may be sent to the Proposers prior to the presentation. The presentation will be scheduled for 50 minutes. SCDOT will terminate the presentation promptly at the end of the allotted time. The format for the Proposer's presentations is:

- Introduction of key individuals (5 minutes) (Proposer)
- Presentation by Proposer (20 minutes) (Proposer)
- Questions from the Committee on the presentation (15 minutes) (SCDOT)
- Wrap-up (10 minutes) (Proposer)

The Proposer's attendees may consist of the POC, key individuals identified in the Proposer's Statement of Qualifications, and other personnel shown on the Proposer's organization chart. However, the number of attendees shall not exceed 12 individuals.

The presentation will allow the Proposers an opportunity to further explain any aspect of their Technical Proposals, but will not be an opportunity to modify the contents of the proposal. The presentation shall not be used to fill in missing or incomplete information that was required in the Technical Proposal. The presentation shall not be used as an opportunity by the Proposers to improve or supplement their proposals. The presentation will not constitute discussions or negotiations. Proposers will not be permitted to ask questions of the Committee during the presentation. The Technical

Proposal submitted electronically to the SCDOT will be made available to the Proposer via a computer with large monitors suitable for display to the Committee and the Proposer's attendees. The Proposers will be able to navigate through their proposal and plans via the SCDOT provided computer access.

The Proposers shall not bring additional information, including additional copies of the proposal, additional plan sheets, design calculations or handouts to the presentation and shall limit their discussion to the material provided as a part of their Technical Proposal, and any clarifying questions posed by SCDOT.

## **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. For this Project, proposals are intended to be evaluated and award made without discussion unless discussions are determined to be necessary by the SCDOT POC. Therefore, Proposer's initial offer should contain the Proposer's best terms from a cost and technical standpoint. 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, the Statement of Qualifications (SOQ) Score, the Technical Score, and the Quality Credit Score will be provided confidentially in a sealed envelope to each Proposer. After distribution of the scores, 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 and all other weighted criteria factors for each respective Proposer will be entered into the weighted criteria formula to determine a total weighed criteria score. Each Total Cost to Complete will be analyzed relative to the other weighted criteria factors and 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 weighted criteria score and the Cost Proposal information along with the SOQ Score, Technical Score, and Quality Credit Score for each Proposer will be read aloud during the public announcement. SCDOT intends to award the contract to the Proposer with the highest Weighted Criteria Score. 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, SOQ Scores, Technical Scores, and Quality Credit Scores will not be read aloud and the Proposers will be advised whether SCDOT will hold discussions or cancel the procurement.

## **5.8 Weighted Criteria Determination**

Award of the Contract, if made, will be made to the responsible and qualified Proposer whose submittals generate the highest Weighted Criteria Score. To determine the Weighted Criteria Score, the Proposer's Total Cost to Complete will have a weight of 50, the Proposer's SOQ Score will be brought forward from Phase 1 of the procurement and have a weight of 10, the Proposer's Technical Score will have a weight of 20 and the Proposer's Quality Credit Score will have a weight of 20 for a Total Weight of 100.

The Proposer submitting the lowest Total Cost to Complete will be awarded the maximum number of points, 50. The next-lowest Total Cost to Complete will be awarded points based on the product of: (a) the ratio of the lowest Total Cost to

Complete divided by the next-lowest Total Cost to Complete; and (b) 50 points (i.e., the points awarded for the lowest Total Cost to Complete), with such product rounded to the nearest one hundredth of a point. The process will continue for each of the remaining Proposer's Total Cost to Complete, with points being awarded based on the product of: (a) the ratio of the lowest Total Cost to Complete divided by the respective Proposer's Total Cost to Complete; and (b) 50 points (i.e., the points awarded for the lowest Total Cost to Complete), with such product rounded to the nearest one hundredth of a point.

The SOQ Score, Technical Score, and Quality Credit Score for each proposer is converted to a percentage and multiplied by the point value assigned to each category, with such product rounded to the nearest one hundredth of a point.

The following formula will be used to determine the Weighted Criteria Scores.

$$\text{Weighted Criteria Score} = \left( \frac{A_{low}}{A_n} \times x_A \right) + \left( \frac{C}{100} \times x_C \right) + \left( \frac{D}{100} \times x_D \right) + \left( \frac{E}{100} \times x_E \right)$$

low the lowest value from the proposals being scored

n the proposal that is being scored

x weight expressed as point values define above in this section

A Total Cost to Complete all work to be performed under the contract

b Construction time (b) is defined as calendar days from Notice to Proceed to Substantial Work Completion of the Project.

C SOQ Score from RFQ phase

D Technical Score

E Quality Credit Score

### Example for Determining the Weighted Criteria Score

Proposal	Total Cost to Complete (A)	Weighted Cost Score (x=50)	SOQ Score (C)	Weighted SOQ Score (x=10)	Technical Score (D)	Weighted Technical Score (x=20)	Quality Credit Score (E)	Weighted Quality Credit Score (x=20)	Total Weighted Criteria Score
A	\$30,000,000.00	50.00	60	6.00	70	14.00	40	8.00	78.00
B	\$35,000,000.00	42.86	70	7.00	65	13.00	25	5.00	N/A
C	\$38,000,000.00	39.47	63	6.30	85	17.00	25	5.00	67.77
D	\$31,000,000.00	48.39	68	6.80	90	18.00	30	6.00	79.19

Note: In this example, Proposal B was determined to be non-responsive and Proposal D was determined to be the highest Weighted Criteria Score.

In the event that two or more Proposers are determined to have the same Total Weighted Criteria Score, the award, if made, will be made to the Proposer with the highest weighted score for the criterion with the highest weight.

## **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.

At the conclusion of discussions, SCDOT may either, 1) proceed with award of the contract to the selected Proposer based on the highest Weighted Criteria Score; 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, RFQ, RFP, or other solicitation document or any addendums to it on the SCDOT design-build website.

Protest of Short-listing: Any Protestant who is aggrieved in connection with the selection of short-listed Proposers shall file a written protest with the CPO within five business days of the date the short-list is posted on SCDOT design-build website. Any matter that could have been raised pursuant to the Protest of Contents of Solicitation, section above, may not be raised as a protest of the selection of the short-list. The number of Proposers short-listed is not grounds for a protest.

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 Protester, 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 highest Weighted Criteria Score. Prior to contract execution, the Director of Construction's Office may conduct limited negotiations on any issues regarding scope, schedule, financing, inclusion of ATCs, inclusion of any concepts submitted by another Proposer (provided a stipend is accepted by the unsuccessful 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, if the 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 highest Weighted Criteria Score.

## **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.

Except as to stipends, 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 <https://www.scdot.org/business/design-build.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. MILESTONE SCHEDULE

Milestone Schedule	Date/Time
Provide RFP for Industry Review to Short-list Proposers	Wednesday, May 22, 2019
Deadline for Proposers to submit Non-Confidential Questions on the RFP for Industry Review	Thursday, June 06, 2019 by 7:30am EST
Open-Forum Meeting with Proposers for RFP for Industry Review Non-Confidential Questions/Clarifications	Thursday, June 20, 2019 at 9:00am EST
Issue Final RFP	Monday, July 22, 2019
Submittal of Preliminary ATC Package and Confidential Questions	Monday, July 29, 2019 by 7:30am EST
Confidential Preliminary ATC and Confidential Questions One-on-One Meetings with Proposers	Friday, August 09, 2019
Submittal of Non-Confidential Questions	Monday, August 19, 2019 by 2:00pm EST
SCDOT Responds to Preliminary ATCs	Friday, August 16, 2019
Submittal of Formal ATCs for Initial Review and Submittal of Confidential Questions	Tuesday, September 03, 2019 by 7:30am EST
SCDOT Responds to Formal ATCs with final determination, asks questions/requests information, or provides conditional responses	Tuesday, September 17, 2019
Submittal of Non-Confidential Questions	Tuesday, September 17, 2019 by 2:00pm EST
Confidential Formal ATC One-on-One Meetings	Tuesday, September 24, 2019
Resubmittal of Formal ATCs in its final form (no revisions allowed after this submittal, unless requested by SCDOT)	Monday, September 30, 2019 by 2:00pm EST
SCDOT's Final Determination for Formal ATCs	Wednesday, October 09, 2019
Submittal of Non-Confidential and Confidential Questions	Tuesday, October 29, 2019 by 7:30am EST
Submittal of Technical Proposals	Wednesday, November 27, 2019 by 2:00pm EST
Technical Proposal Presentations	Week of January 5, 2020
Submittal of Cost Proposals	Thursday, January 23, 2020 from 9:00am to 10:00am EST
Public Announcement of the Technical and Cost Proposal Analysis (with team representatives present)	Thursday, January 23, 2020 at 1:00pm EST

**9. COST PROPOSAL BID FORM**

**I-85 over Rocky Creek Bridge  
Greenville County**

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Provide full Project scope as described in Attachment A.

TOTAL COST TO COMPLETE (A) = \_\_\_\_\_

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

**10. NON-COLLUSION CERTIFICATION**

**NON-COLLUSION CERTIFICATION**

**Project ID: P038111**

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)

\_\_\_\_\_

# 11. 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.

**12. STIPEND ACKNOWLEDGEMENT FORM**

**Stipend Acknowledgement Form**

**I-85 over Rocky Creek Bridge  
Greenville County**

Proposer: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The undersigned Proposer, hereby:

Waives the stipend for this Project.

Accepts the stipend for this Project.

By accepting the stipend for this Project, Proposer agrees:

- 1) to execute and include the Stipend Agreement in Article XIII of the RFP with their RFP response;
- 2) to submit an invoice with FEIN number for the stipend amount to the SCDOT POC after SCDOT’s posting of the Notice of Award on SCDOT’s Design-Build Website.;
- 3) to transfer all rights to its Work Product used to develop the Proposal as of the date of this acknowledgement. “Work Product” ” means all submittals, including ATCs, ideas, innovations, solutions, methods, processes, design concepts, materials, electronic files, marked up drawings, cross sections, quantity lists and intellectual property, made by Proposer during the RFP process, including the Proposal, exchange of information during the pre-Proposal and post-Proposal period.

SCDOT will pay the stipend to each eligible unsuccessful Proposer, who has signed a Stipend Agreement, within ninety (90) days after execution of the contract or the decision to not award a contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Print Name

## 13. STIPEND AGREEMENT

### STIPEND AGREEMENT Project ID: P038111 I-85 over Rocky Creek Bridge Greenville County

**THIS STIPEND AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter “SCDOT”), and \_\_\_\_\_ (“Proposer”), with reference to the following facts:

SCDOT issued a Request for Proposal (“RFP”) for design and construction of the above-referenced Design-Build Project (“Project”), pursuant to procurement authority granted in Section 57-5-1625 of the S.C. Code of Laws, 1976, as amended. The RFP provided for payment of stipends as provided herein.

**NOW, THEREFORE**, Proposer hereby agrees as follows:

#### 1. Work Product.

**1.1** Proposer shall prepare and submit a responsible and responsive technical and cost Proposal that conforms in all material respects to the requirements and provisions of the RFP, as determined by SCDOT, and are timely received by SCDOT in accordance with the RFP Milestone Schedule.

**1.2** By signing this Stipend Agreement, Proposer agrees to transfer full and complete ownership to SCDOT of all Work Product. The Work Product (as defined below) shall become the property of SCDOT without restriction or limitation on its use, without further compensation or consideration, and can be used in connection with this Project or any future projects by SCDOT. Neither Proposer nor any of its team members shall copyright any of the material developed under this Agreement.

**1.3** The term “Work Product” shall mean the Proposal and all material, electronic files, marked up drawings, cross sections, quantity lists, submittals, alternative technical concepts (ATC), ideas, innovations, solutions, methods, processes, design concepts, and intellectual property, made by or produced for Proposer in the development and submission of the technical and price Proposals, including exchanges of information during the pre-Proposal and post-Proposal period.

#### 2. Compensation and Payment.

**2.1** A stipend to Proposer for the Work Product described herein shall be \$90,000.00 and is payable on condition that Proposer (1) submitted a responsible and responsive technical and cost Proposal to the RFP which is not selected for award of this Project, or (2) was awarded the Contract but the Contract was terminated by SCDOT for convenience after the Submittal of Proposal Date (See Final RFP Milestone schedule) but prior to the Notice to Proceed #1. Responsibility and responsiveness of the Proposal will be determined by SCDOT as a condition of payment.

**2.2** SCDOT will pay the stipend to Proposer under the following conditions:

(a) Proposer has submitted a signed Stipend Agreement with its response to the RFP.  
(b) After posting of the Notice of Award on SCDOT’s Design-Build Website, Proposer has submitted to SCDOT an invoice, with FEIN Number, for the Stipend amount.

(c) After execution of the contract or the decision not to award a contract, SCDOT will pay the invoice for the stipend amount to the unsuccessful Proposer meeting the criteria of Section 2.1 within 90 calendar days of receipt of the invoice from Proposer.

(d) If the procurement is suspended or cancelled prior to the Proposal Due Date (see FINAL RFP Milestone schedule), no stipend will be paid to Proposer.

(e) After the submittal of Proposals, but prior to award, if the procurement is cancelled, all Proposers that provide a responsive technical and cost Proposal to the final RFP and submitted a signed Stipend Agreement with their RFP shall receive the stipend

(f) In the event of a Best and Final Offer, only one stipend will be paid.

(g) No stipends will be paid for submitting RFQ responses.

(h) No stipends will be paid to a Proposer who withdraws at any time from this procurement.

**2.3** Acceptance by the Proposer of payment of the stipend amount from SCDOT shall constitute a waiver by Proposer of any and all right, equitable or otherwise, to bring any claim in connection with this procurement, procurement process, award of the Contract, or cancellation of this procurement.

**2.4** The Proposer awarded the contract shall be not eligible to receive a stipend.

**2.5** If Proposer elects to waive payment of the stipend, SCDOT will not use the ideas or information contained in that Proposer's Proposal for this Project. However, the Proposer's Proposal will be subject to the South Carolina Freedom of Information Act.

**3. Indemnities.**

**3.1** Subject to the limitations contained in Section 3.2, Proposer shall indemnify, protect and hold harmless SCDOT and its directors, officers, employees and contractors from, and Proposer shall defend at its own expense, all claims, costs, expenses, liabilities, demands, or suits at law or equity arising, in whole or in part, from the negligence or willful misconduct of Proposer or any of its agents, officers, employees, representatives or subcontractors or breach of any of Proposer's obligations under this Agreement.

**3.2** This indemnity shall not apply with respect to any claims, demands or suits arising from use of the Work Product by SCDOT.

**4. Compliance With Laws.**

**4.1** Proposer shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the work performed or paid for under this Agreement and covenants and agrees that it and its employees shall be bound by the standards of conduct provided in applicable laws, ordinances, rules, and regulations as they relate to work performed under this Agreement. Proposer agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

**4.2** The Proposer agrees (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a) in any subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

**5. Assignment.**

Proposer shall not assign this Agreement without SCDOT's prior written consent. Any assignment of this Agreement without such consent shall be null and void.

**6. Miscellaneous.**

**6.1** Proposer and SCDOT agree that Proposer, its team members, and their respective employees are not agents of SCDOT as a result of this Agreement.

**6.2** This Agreement, together with the RFP, as amended from time to time, the provisions of which are incorporated herein by reference, embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein or in the RFP, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.

**6.3** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of South Carolina, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.

**6.4** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

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

Witness:

\_\_\_\_\_

Recommended:

\_\_\_\_\_  
Brad Reynolds  
Design-Build Program Manager

Witness:

\_\_\_\_\_

\_\_\_\_\_

SOUTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_  
Chris Gaskins  
Design-Build Engineer

Proposer

\_\_\_\_\_  
Name of Proposer

By: \_\_\_\_\_

Its: \_\_\_\_\_

# 14. 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  <p style="text-align: center;"><b>BID BOND</b></p>	Date Bond Executed
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) 1. _____ 2. _____	INDIVIDUAL OR PARTNERSHIP PROPOSER  _____ (Seal) _____ (Seal)
Attest Secretary Witness (2 Required) 1. _____ 2. _____	Corporate Principal _____ Business Address _____ By _____ Affix Title _____ Corporate Seal
Witness (2 Required) 1. _____ 2. _____	Corporate Surety _____ Business Address _____ By _____ Affix Corporate Title _____ Seal

Note: All signatures and other information must be furnished.

# **AGREEMENT**

**AGREEMENT  
FOR THE DESIGN & CONSTRUCTION  
of**

I-85 over Rocky Creek Bridge

Greenville, South Carolina

*A DESIGN-BUILD PROJECT*

**BETWEEN  
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
AND  
NAME OF CONTRACTOR**

\_\_\_\_\_ day of \_\_\_\_\_, 2020

Project ID P038111

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  - 4b. Structures Design Criteria
  - 4c. Pavement Design Criteria
  - 4d. Traffic Design Criteria
    - Part 1 – Signing and Pavement Marking
    - Part 2 – Work Zone Traffic Control
    - Part 3 – Intelligent Transportation System
  - 4e. Hydraulic Design Criteria
  - 4f. Geotechnical Design Criteria
  - 4g. Environmental Design Criteria
  - 4z. Project Design Deliverables
5. Special Provisions and Contract Requirements

I-85 over Rocky Creek Bridge  
Greenville County

WHEREAS, the South Carolina Department of Transportation, as an agency of the State of South Carolina, wishes to improve the safety and operation of the state highway system I-85 over Rocky Creek Bridge in Greenville County. (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, pursuant to Section 57-5-1625 SC Code of Law, the South Carolina Department of Transportation desires to award a highway construction contract using a Design / Build procedure; 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 15 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 15 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. Approved Alternative Technical Concepts (ATCs) in CONTRACTOR's Response to RFP
2. **EXHIBIT 4** – Project Design Criteria
3. **EXHIBIT 5** – Special Provisions
4. Final Construction Plans provided by SCDOT
5. 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))
6. 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))
7. 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))
8. SCDOT Construction Manual, effective as of the release of the Final RFP
9. 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 and respond within seven calendar days. Upon receipt of the Contractor Concurrence Form, 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 21 calendar days of the receipt of the corresponding undisputed application for payment. Application for payment is defined as SCDOT’s receipt of the Contractor Concurrence Form with the attached monthly progress estimate.

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,

1. 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 1275 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 \$7,500.00 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 \$2,500.00 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;

I-85 over Rocky Creek Bridge  
Greenville County

- 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 \$10,000,000 per occurrence



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 \$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. There are potential utility conflicts with SCDOT ITS Fiber and the ReWa sewer line especially at the interstate crossing.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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:**

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. The CONTRACTOR shall be required to meet the Railroad's Insurance Requirements as specified in the Special Provisions for Protection of Railway Interests.
- P. 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.
- Q. 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.
- R. 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.
- S. 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 rights of way outside of the above stated limits. Prior to starting construction activities, the CONTRACTOR shall prepare and obtain SCDOT approval of right-of-way certification(s).

### **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. The following permit was previously acquired and is available in Attachment B:

1. USACE Section 404 Permit (SAC-2012-00588)

The CONTRACTOR shall modify the existing permit to include impacts associated with construction of the project. Mitigation credits have been obtained as specified in Exhibit 4g.

B. All permits necessary for completion of this project shall be procured by the CONTRACTOR. 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 necessary for the completion of the Project, 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**

- A. DBE Goal - CONTRACTOR shall comply with the DBE goal and the requirements of the SCDOT DBE – Design Build Special Provision, attached hereto in EXHIBIT 5, and the SCDOT DBE Supplemental Specification.
- B. SCDOT'S Right to Audit - SCDOT will have the right to audit all documentation regarding DBE participation in the Project.

#### **XIX. ON-THE-JOB TRAINING REQUIREMENTS**

There is an On-The-Job Training requirement for this Project. The CONTRACTOR shall comply with the requirements, including the number of persons to be trained, provided in the Specific Equal Employment Opportunity Responsibilities Training Special Provisions within the Federal Aid Supplemental Specifications found in Exhibit 5. The CONTRACTOR shall submit its plan for On-the-Job Training to SCDOT for written approval prior to commencing construction activities.

#### **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.

I-85 over Rocky Creek Bridge  
Greenville County

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: \_\_\_\_\_  
Robbie Isgett, P.E.  
Director of Construction

Date: \_\_\_\_\_

\_\_\_\_\_

Recommended:

\_\_\_\_\_  
Brian Parnell  
Contract Administrator

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 3**

## **SCOPE OF WORK**

EXHIBIT 3 – SCOPE OF WORK
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The project consists of all work necessary to complete the design and construction of a bridge over Rocky Creek on I-85 and associated roadway approaches in Greenville County. The project includes demolition and removal of the existing cast-in-place concrete box culvert, all appurtenances, and portions of the approach roadways. The purpose of the project is to eliminate hydraulic capacity deficiencies, overtopping of the interstate during storm events, and to provide a new bridge and roadway approaches which meet current standards and accommodates a future lane in each direction along the interstate. The project will also include realignment of Rocky Creek to more closely match the original stream alignment, improve hydraulic function and while minimizing impacts to the extent practical. The fourth (outside) lane of southbound I-85 shall begin at the Pelham Road on-ramp and tie to the new fourth (outside) lane being constructed under the current I-385/I-85 project (Project ID 0038111). The fourth (outside) lane of northbound I-85 is being constructed under the current I-385/I-85 project (Project ID 0038111) and shall be maintained.

I-85 Northbound/Southbound

- At a minimum place or replace OGFC from station 383+00 to station 435+00 for both northbound and southbound directions and tie into the existing OGFC at approximately stations 383+00 and 435+00.

SCDOT values:

- Reduction of impacts to the travelling public
- Maintaining pre and post discharges to balance impacts to the floodplain
- Construction of a project that will accommodate a future lane in each direction along I-85
- Quality plans production and efficient and effective submittal schedules
- Quality construction to produce a durable and easily maintainable facility

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

# **EXHIBIT 4**

## **PROJECT DESIGN CRITERIA**

EXHIBIT 4 – PROJECT DESIGN CRITERIA
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This exhibit details the criteria by which the project shall be designed and constructed. It is the responsibility of the Engineer to get clarification from the Department if a question arises from the use of the below exhibits. 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. Work Zone Traffic Control Addenda
- Part 2. Work Zone Traffic Control Requirements
- Part 3. Pavement Marking
- Part 4. Signing
- Part 5. Signals
- Part 6. Traffic Intelligent Transportation System
- Part 7. Lighting
- Part 8. Traffic Management Plan (TMP)

Exhibit 4e – Hydraulic Design Criteria

Exhibit 4f – Geotechnical Design Criteria

Exhibit 4g – Environmental Design Criteria

Exhibit 4z – Project 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, and 4g of this Exhibit. Any variation in design from the included information shall require written approval from SCDOT.

- AASHTO A Policy on Design Standards Interstate System, 2016
- 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, 8th Edition, with interims.
- AASHTO Manual for Assessing Safety Hardware (MASH)
- AASHTO Manual for Bridge Evaluation, latest edition
- AASHTO Roadway Lighting Design Guide, latest edition
- AASHTO Roadside Design Guide, 2011, 4<sup>th</sup> Edition
- AASHTO Roadway Lighting Design Guide, latest edition
- AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, latest edition
- AASHTO Highway Safety Manual
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, latest edition (Only for Standard 35' Luminaire Poles and High Mast Luminaire Poles)
- AASHTO/AWS D1.5M/D1.5:2015 Bridge Welding Code
- AASHTO “Standard Specifications for Transportation Materials and Methods of Sampling and Testing” 2013 Thirty-Third Edition
- ANSI C2 National Electrical Safety Code, latest edition
- FEMA Regulations, 44CFR Chapter 1
- FHWA Manual on Uniform Traffic Control Devices, Latest edition
- FHWA Publication No. FHWA NHI-07-071 Earth Retaining Structures, 2008
- NCHRP Report 672, Roundabouts: An Informational Guide – Second Edition
- NFAP-70 National Electrical Code, latest 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

## EXHIBIT 4 – PROJECT DESIGN CRITERIA

- 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 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 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 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 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 Supplemental Specifications for Roadway Lighting dated December 6, 2018
- 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 Street Trees and Sidewalk Planting Suggestions, May 2013
- SCDOT Vegetation Management Guidelines, effective as of the Final RFP release date
- 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
- International Building Code, effective as of the Final RFP release date

EXHIBIT 4 – PROJECT DESIGN CRITERIA

- ACI 318 Building Code and Commentary
- ASCE’s “Minimum Design Loads for Buildings and Other Structures”, latest edition

# **EXHIBIT 4a**

## **ROADWAY DESIGN CRITERIA**



**2.5 Vertical Curves, Grades, and Clearances**

Develop vertical curves, grades, and clearances in compliance with the RDM.

**Interstate 85**

- Maximum 5%
- Minimum 0.3%

Do not use spline grades. Spline grades are only acceptable on the ramps within the limits of the gore areas.

Ensure that grade adjusted stopping sight distance is achieved where the downgrades are 3 percent or greater.

**2.6 Side Slopes**

Develop side slopes in compliance with the RDM.

All proposed fill slope steeper than 2:1 shall require SCDOT approval.

**2.7 Cross Slopes**

Develop cross slopes in compliance with the RDM.

**2.8 Clear Zones**

Use the RDM and the AASHTO *Roadside Design Guide*, 2011, 4<sup>th</sup> Edition. When a range of values is shown, select higher value. SCDOT does not typically use a 3H:1V fill slope. See the AASHTO *Roadside Design Guide*, 2011, 4<sup>th</sup> Edition for clear zone calculations where a 3H:1V fill slope is used. Use 3H:1V fill slopes only where fill heights are required to match existing conditions and clear zone can be obtained within the Project limits.

For those areas where no guardrail currently exists and no additional lanes or adjacent ramps are proposed, design fill and cut slopes to obtain clear zones and to avoid the need for protection. Where achieving the clear zone requirements results in new right-of-way, wetland impacts, or impacts to immovable obstructions, protect substandard areas contingent upon receiving SCDOT advanced approval.

Where existing fill and cut slopes are presently protected by guardrail and no rigid barrier is proposed, replace damaged and/or substandard guardrail and extend/install new guardrail at locations that do not meet current standard. Also, clear and grind in accordance with SCDOT Engineering Directive (ED) 29.

**2.9 Sight Distance**

Develop sight distance in compliance with the RDM.

**2.10 Ramps**

Develop ramps in accordance with RDM.

**2.11 Intersections**

Develop intersections in compliance with the RDM.

**2.12 Roadside Barriers**

Develop roadside barriers in compliance with SCDOT Standard Drawing and the AASHTO *Roadside Design Guide*, 2011, 4<sup>th</sup> Edition. Include the following items in the work:

Guardrail: Ensure that all new guardrail and end treatments are listed on the Qualified Products Policies & Listings.

Provide non-mow strip under guardrail in accordance with the guidance found in the Exhibit 5, Special Provisions Section 805.

Use additional length guardrail posts with compressed guardrail shoulder break contingent upon receiving SCDOT advanced approval only where right of way or environmental impacts dictate that standard guardrail shoulder break cannot be built.

Concrete Median Barrier: Provide concrete median barrier along Interstate 85 where existing or proposed medians are less than 36 feet. When concrete median barrier is constructed, pave the inside shoulder to the barrier. Use single slope shaped concrete median barriers. Transition from single slope shaped barrier to the existing jersey face barrier in accordance with SCDOT Standard Drawings.

Provide custom design where required in accordance with Exhibit 4b.

**Concrete Roadside Barrier (outside)**

Concrete barrier treatment along the outside of the interstate or ramp is required when the clear zone of the interstate lane, auxiliary lane, or interstate ramp lane overlaps with the clear zone of the proposed or existing service road. The clear zone shall be the full distance of each roadway as defined in section entitled “clear zones” regardless of presence of guardrail or other means of protection. Construct outside barrier as specified in Exhibit 4b.

Placement of the concrete barrier walls along I-85 must accommodate a future 10-lane facility, five lanes in NB and five lanes in SB direction. This shall include 10 foot inside shoulder widths and 12 foot outside shoulder widths. Five lanes in each direction shall consist of four mainline lanes and one auxiliary lane. For barriers adjacent to I-85 travel lanes, construct the traffic face of the barrier to an elevation that will accommodate the future widening of I-85.

If barrier is required beyond the specified paved shoulder width, then the area from the edge of paved shoulder to barrier shall be paved with minimum 8 inches of Hot Mix Asphalt. Place no less than 8 inches of dense graded HMA, including 200 psy Surface Type C as a wearing course. If the back slopes are steeper than 3H:1V then place Slope Protection - 4 inches Concrete meeting the requirements of Exhibit 4b.

# **EXHIBIT 4b**

## **STRUCTURES DESIGN CRITERIA**

## 1.0 GENERAL

Exhibit 4b contains requirements for:

- The replacement of a box culvert carrying Rocky Creek under I-85 with a bridge structure.
- Retaining walls, and
- Concrete median barriers.

## 2.0 CRITERIA

### 2.1 New Highway Bridges

#### 2.1.1 Bridge Design

Design all new bridges in accordance with the requirements of the AASHTO LRFD Bridge Design Specifications, 8<sup>th</sup> edition. Use the HL-93 design live loading. See Attachment B for additional SCDOT requirements related to implementation of the 8<sup>th</sup> edition of AASHTO LRFD.

#### 2.1.2 Seismic Design and Detailing

In accordance with the SCDOT Seismic Design Specifications (SDS) for Highway Bridges, the Bridge Operational Classification (OC) for the bridge is "I". Except for SDC A and Single Span Bridges, submit Seismic Design Summary Reports according to the requirements shown in Exhibit 4z along with bridge structure plan submittals.

Seismic Design Specifications Section 3.11 is revised to eliminate the specific requirement to perform seismic design using the acceleration coefficient given in the FEE for each construction stage of the bridge. However, the final bridge configuration shall be designed to meet the seismic design requirements for permanent structures.

See Attachment B for Revisions to the SCDOT Seismic Design Specifications.

**BRIDGE DESIGN MEMORANDUM – DM0115** is revised herein:

Page 2, 6.4 PLASTIC HINGE ACCESSIBILITY, Line 4, replace "24 inches" with "18 inches".

Page 3, the first sentence of **7.1.3 Local Member Ductility Capacity** is revised as follows:

Local member ductility is different from global ductility. The global ductility capacity is calculated by the global displacements, which include the foundation displacements, while the local ductility capacity of a member is defined using Equations 7-3a or 7-3b with the idealized local

displacements. The local displacement ductility capacity shall be calculated for an equivalent member that approximates an idealized fixed base cantilever element or an equivalent member idealized as two cantilevered segments that approximate a fix head condition as defined in Figure 6.3 to 6.6

Page 3, Notes after Equation (7-3b) and “Where” on page 3 are replaced with the following:

$\mu_c$  is the local member ductility capacity, see Figure 6.3 & 6.5.

$\mu_{c1}$  is the local member ductility capacity of first cantilever segment, see Figure 6.4 & 6.6

$\mu_{c2}$  is the local member ductility capacity of second cantilever segment, see Figure 6.4 & 6.6

Page 4, the first sentence is replaced with “ $\Delta_c, \Delta_{c1}, \Delta_{c2}, \Delta_y, \Delta_{y1}, \Delta_{y2}$  are the idealized local member displacements calculated by equations given in Section 6.5.2 or equivalent equations disregarding the displacement of foundations”

Page 8, 9.2.2 **Concrete Superstructure Shear Key Design:** first paragraph is replaced with “Shear keys shall be provided at bents with expansion joints, except as noted for SDC A bridges.”

Page 8, 9.2.3 **Steel Superstructure Shear Key Design:** first paragraph is replaced with “Shear keys shall be provided at bents with expansion joints, except as noted for SDC A bridges.”

### 2.1.3 Corrosion Protection

Class 4000 concrete with galvanized reinforcing bars is the approved corrosion protection system for use on bridge decks and all concrete superstructure components adjacent to or above the bridge deck such as barriers, light pilasters, etc. Steel girder shear studs, prestressed concrete beam stirrups, or any steel studs and steel reinforcement extended into deck from diaphragms do not require galvanization.

### 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:

$$\Delta_T = 1.2\alpha L (T_{MaxDesign} - T_{MinDesign})$$

Where, 1.2 is the load factor.

#### 2.1.5 Dimensions

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

#### 2.1.6 Vertical Clearances

Maintain or improve existing vertical clearance for bridges over the interstate within the project limits. Ensure vertical clearances comply with requirements of the BDM and Requirements for Hydraulic Design Studies.

#### 2.1.7 Horizontal Clearances

Provide pier protection for interior bents located in the median of I-85 within the project limits.

#### 2.1.8 Removal and Disposal of Existing Bridges

Remove and dispose of the existing box culvert under I-85 in accordance with the Standard Specifications for Highway Construction, Exhibit 4g, and all applicable laws and regulations. If a portion of an existing structure is to be removed while traffic is maintained on the structure, ensure the structural capacity will be adequate to accommodate the traffic loading for which the structure was originally designed.

#### 2.1.9 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 12.3.2.1, 12.3.2.2, 12.3.2.3, and 12.3.2.4 of the SCDOT Bridge Design Manual.

For prestressed concrete girder superstructures, use prestressed concrete girders that are “I” shaped. Design prestressed concrete girders so that the algebraic sum of the beam camber at prestress transfer due to prestress force, the beam dead load deflections due to non-composite dead load, and superimposed dead load deflections due to applied superimposed dead loads results in a positive (upward) camber. Include the dead load from the future wearing surface in the determination of camber.

For steel welded plate girder superstructures, use structural steel girders that are “I” shaped. For steel welded plate girder and steel rolled beam superstructures, use structural steel that conforms to the requirements of AASHTO M 270 and paint the steel in accordance with Section 710 of the Standard Specifications.

At each support of prestressed concrete girders, steel welded plate girders, and steel rolled beam superstructures, connect all beams and girders to the substructure using anchor bolts.

Detail all construction stages for girder bridges to consist of a minimum of two lines of girders.

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.

#### 2.1.10 Concrete Strengths

In prestressed concrete piles and beams, concrete design strengths are not allowed to exceed 8,000 and 10,000 psi maximum, respectively. Construct all cast-in-place concrete bridge components with Class 4000 concrete except as noted in Section 2.1.12. Construct all precast concrete bridge components with concrete having a minimum compressive strength of 5000 psi.

#### 2.1.11 Final Finish of Exposed Concrete Surfaces

Final surface finish is not required on this project.

Apply an Anti-Graffiti Coating to exposed concrete surfaces of bridge abutment walls, including precast panels and coping of MSE Walls.

#### 2.1.12 Lightweight Concrete

Lightweight Concrete is only permitted in cast-in-place decks and 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.

#### 2.1.13 Post-Tensioning

Post-tensioning is not permitted for this project.

#### 2.1.14 Bridge Decks

For girder and beam spans, construct bridge decks with reinforced cast-in-place concrete.

Apply a transverse Grooved Surface Finish to all bridge decks in accordance with Subsection 702.4.16 of the Standard Specifications for Highway Construction.

Make the connection of the reinforcing of decks between stages by lap-splice or mechanical splice.

Asphalt overlays are not permitted on bridge decks unless specifically detailed in SCDOT Standard Drawings.

#### 2.1.15 Stay-in-Place Bridge Deck Forms

The Contractor may use permanent stay-in-place bridge deck forms for concrete deck slabs between new beams and girders. Fabricate permanent stay-in-place bridge deck forms and supports from steel conforming to ASTM A653, Grades 40 or 50, and having a coating class of G165 in accordance with ASTM A525. Do not use fillers in the flutes of the stay-in-place forms. Fill form flutes with concrete as the deck slab is placed. Do not use permanent stay-in-place steel bridge deck forms in bays in which longitudinal deck construction joints are located and in bays between stages.

#### 2.1.16 Barriers, Railing Walls, and Sidewalks

For bridges with a roadway approach with shoulders use the Vertical Face Bridge Railing in Attachment B. At ends where three beam guardrail is required, design and detail the barrier to meet MASH requirements. Detail the barrier parapet parallel to the edge of the adjacent travel lane.

Place two 2-in diameter conduits in the vertical face bridge railing as specified in the BDM. Refer to SCDOT Bridge Drawings and Details for example details for the conduit placement. Transition the 2-in diameter Schedule 80 PVC to 2-in diameter galvanized steel conduit for five feet at each end of the railing where the conduits daylight. Provide threaded ends and caps at each end.

#### 2.1.17 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.

#### 2.1.18 Pile Sizes and Types

Minimum pile sizes and acceptable pile types are listed below. No other pile types are permitted. Where the geotechnical report indicates corrosion is a concern, use the entire perimeter of the steel section in contact with soil/water when determining sacrificial thicknesses for the design life of the member.

EXHIBIT 4b – STRUCTURES DESIGN CRITERIA
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PILE TYPE	MINIMUM SIZE
Steel H-Piles	HP12x53
Steel Pipe Piles	12" Diam. (min. wall thickness equal to ½")
Solid Prestressed Concrete Piles	18" Square
Prestressed Concrete Pile Points	W8x58

#### 2.1.19 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.

#### 2.1.20 Drilled Shafts

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 outer 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.

Drilled shafts that have a diameter of 6 feet or greater and a length of 5 feet or greater are considered to be mass concrete elements. See Exhibit 5 for specifications regarding concrete mix design, concrete placement, temperature control, and testing of these large diameter drilled shafts.

#### 2.1.21 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. Install one CSL tube in the center of the drilled shaft for Thermal Integrity Profiling test for drilled shafts that have diameter of 6 ft. or larger. SCDOT will conduct TIP testing if mass concrete is used.

#### 2.1.22 Substructures

Construct Interior Bents using cast-in-place reinforced concrete bent caps and columns supported on cast-in-place reinforced concrete drilled shafts or pile footings. Deep foundations are required to extend below any compacted fill.

Set the tops of footings in accordance with Section 19.5.5 of the SCDOT Bridge Design Manual. In cases where there is pavement above the footing, locate the top of footing a minimum of two feet below the bottom of the base course.

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 end abutments as spill through abutments (2:1 maximum slope). Construct vertical abutment wing walls using ~~cast-in-place reinforced concrete or~~ MSE walls. Vertical abutment wing walls refer to the part of the wall structure extending beyond the end of the end bent cap retaining the embankment of the bridge approaches, not the bridge wings connected to the end bent cap. ~~For bridges crossing a highway, construct the vertical abutment wing walls parallel to the adjacent travel lane passing beneath the bridge. For stream crossings, vertical abutments are not allowed within the limits of the 500 year water level.~~ Vertical abutment wing walls shall be designed and detailed in accordance with Drawing No. 713-01e of the SCDOT Geotechnical Drawings and Details. For spill through abutments, set the elevation of the berm so that the top of the berm is no greater than 4 feet below the superstructure. **Do not mix retaining wall types along a contiguous run.**

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 cut bar that is lap-spliced is not present.

The following applies to bent cap cantilevers for 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.

#### 2.1.23 Integral Bent Caps

If integral bent caps are used on this Project, construct the caps using cast-in-place concrete.

#### 2.1.24 Slope Protection

For bridges crossing streams, protect the end fills with rip rap in accordance with Standard Drawing 804-105-00.

#### 2.1.25 Bearing Plates

For beveled bearing plates, use a minimum thickness of 1 ½ inches at mid-section while maintaining 1 inch minimum at the low side.

#### 2.1.26 Barriers Supported by Moment Slabs

When required, provide barriers supported by moment slabs that are designed in accordance with the AASHTO LRFD Bridge Design Specifications. Detail the moment slabs independently of MSE walls as shown on Drawing No. 713-01d of the SCDOT Geotechnical Drawings and Details.

#### 2.1.27 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**

### 2.2.1 Mechanically Stabilized Earth (MSE) Walls

Design and construct MSE walls in conformance with Supplemental Technical Specification SC-M-713 and SCDOT Geotechnical Drawings and Details, Drawings No. 713-01 and 713-02. If MSE wall is adjacent to the drainage structure, the leveling pads of the MSE wall must be offset a distance away from the drainage structure to facilitate future maintenance and at an elevation which allows sufficient slope stability for open trench working condition.

Design wall heights and lengths to provide adequate cover for roadway and bridge drainage inlets and pipes in the roadway approaches. In addition, design wall heights and lengths to provide adequate slope transitions to maintain stable shoulders and slopes and design clearances and templates in accordance with the design criteria.

Do not use MSE wall structures, with panel type facings, that exceed heights of 40 feet. Do not use MSE wall structures, with modular block type facings, that exceed heights of 30 feet. Do not use MSE wall structures with modular block type facings. Construct MSE wall facing using precast concrete panels with a deep fractured fin finish in accordance with Standard Drawing 701-950-01 for all MSE walls.

### 2.2.2 Reinforced Concrete Walls

Base selection criteria for reinforced concrete walls on FHWA Publication FHWA NHI-07-071 entitled *Earth Retaining Structures, 2008*.

Design these walls in accordance with the AASHTO LRFD Bridge Design Specifications and FHWA Publication FHWA NHI-07-071 entitled *Earth Retaining Structures, 2008*.

Construct wall facing with a deep fractured fin finish.

Provide a concrete paved drainage ditch along the top of the wall if the retained soil slopes towards the back of the wall. Provide drainage inlets as necessary to prevent water from overtopping the wall.

Spread footings are permitted for concrete retaining walls that are not directly supporting bridges. Step the retaining wall footings when there is a change in grade.

### 2.2.3 Other Wall Types

Other acceptable wall types include Precast Counterfort walls (which are permitted in conjunction with traditional MSE walls in partial rock cuts), Tangent Pile/Secant Pile walls, Anchored walls, Sheet Pile walls having reinforced concrete coping, Soldier Pile and Lagging walls, and Soil-Nailed walls. Wall types proposed outside of those listed herein shall require submission through the ATC process for approval.

Prior to commencing any designs of other wall types as specified herein, submit to SCDOT the wall type selected, design methodology, design criteria, material and construction specifications, and wall facing type/design for review and approval. In the design criteria, include wall geometry and location, resistance factors, soil properties, and material properties of the wall. If the walls support bridge embankments, also submit conceptual bridge plans in accordance with Section 3.2 of the

SCDOT Bridge Design Manual. Submit shop plans and any calculations for other wall types in accordance with Section 725 of the SCDOT 2007 Standard Specifications for Highway Construction.

Provide a concrete paved drainage ditch along the top of the wall if the retained soil slopes towards the back of the wall. Provide drainage inlets as necessary to prevent water from overtopping the wall.

All walls visible from the Interstate shall have a consistent wall finish to match either the MSE or reinforced concrete walls.

#### 2.2.4 Traffic Railing

If the face of a retaining wall is located either within the clear zone or within 30 feet of the edge of a travel lane, design the wall for a Test Level 4 impact and provide a Test Level 4 barrier with a traffic face that is a minimum of 46 inches in height, measured from top of pavement to top of traffic face, and that has a constant 9.1 degree (1H: 6.25V) slope away from traffic. This requirement applies to both sides of the wall. Except for cast-in-place concrete gravity and semi-gravity walls, barriers must be detailed independently of the wall and must be supported by a moment slab. An exception to this is that at the low side of wall only, the barrier detail shown in Attachment B, may be used in lieu of the barrier supported by moment slab.

#### 2.2.5 Anti-Graffiti Coating

Apply an Anti-Graffiti Coating to exposed surfaces of retaining walls.

#### 2.2.6 Plans Preparation

Include retaining wall plans within the set of roadway plans and number the sheets using an “S” prefix. However, if retaining walls are used as vertical bridge abutments, include the wall plans in the bridge plans. Include the following information in the wall construction plans:

##### 2.2.6.1 Design Information

Indicate the design parameters.

##### 2.2.6.2 Plan View

Provide a plan view that includes the following information and details:

- proposed wall location,
- centerline of roadway,
- stationing,
- stations and offsets of beginning and end of wall,

- length of wall,
- guard rail (if required),
- drainage basins/flumes,
- construction staging (if required),
- north arrow,
- existing structures, features, and utilities in vicinity of the wall if they impact construction,
- temporary shoring (if required), and
- boring locations.

#### 2.2.6.3 Elevation View

Provide an elevation view that shows the top of the wall elevations, footing elevations (when applicable), and the existing ground line. In the elevation view, also show the final ground line along each face of the wall.

#### 2.2.6.4 Details

Include details of each wall component and requirements of the architectural or finish treatment.

#### 2.2.6.5 Cross Sections

Provide section views of the wall.

#### 2.2.6.6 Reinforcing Steel Schedule and Quantities

If the construction of the wall includes reinforcing steel, include a reinforcing steel schedule that lists the reinforcing steel required for the wall. In this schedule, include the mark, number of bars required, and dimensions for each reinforcing bar. Also, provide a table of estimated quantities for each wall. For projects requiring stage construction, break the reinforcing steel schedule and quantities down by stage.

#### 2.2.6.7 Special Details

Include details for construction of walls around buried foundations, drainage facilities, pipe penetrations, and utilities.

#### 2.2.6.8 Boring Logs

Include copies of the boring logs.

### 2.3 **Concrete Median Barriers**

#### 2.3.1 Concrete Median Barrier

Construct concrete median barrier according to SCDOT standard drawings. Design 56" minimum height Test Level 5 median barrier with exception that if there is an elevation difference between the two sides, the higher side can be 46" minimum or Test Level 4. Apply the following requirements when designing concrete median barriers:

Utilize Class 6000 concrete as specified by Standard Drawing 805-800-1 or utilize Class 4000 concrete with a minimum 6000 psi compressive strength at 28-days. If a Class 4000 concrete with a 6000 psi 28-day compressive strength is utilized, develop the mix design in accordance with section 701 of the Standard Specifications and demonstrate compliance of strength and workability prior to incorporating into permanent work.

Condition A – Concrete Median Barrier with grade separations of 18 inches or less: Use details from the SCDOT Standard Drawings. The following requirements apply to the details of Standard Drawings 805-810-01 and 805-810-02:

- Details 4, 5, & 15 – Align barrier expansion joints with rigid pavement expansion joints while maintaining the joint spacing limitations of both structures.
- All other details – Either isolate the barrier from rigid pavement by placing a bond breaker at the interface between the rigid pavement and the barrier foundation, or align expansion joints in barrier with pavement expansion joints within the joint spacing limitations of both structures. If bond breaker is used, seal the top of the joint with a silicone sealant having a width of 3/8 inch.

Condition B – Concrete Median Barrier with grade separations between 18 inches and 36 inches require a complete design. Calculate and detail the minimum expansion joint spacing required for stability analysis to resist the overturning of the Test Level 4 impact force at the increased moment arm generated by the grade separation.

Condition C – Concrete Median Barrier with grade separations 36 inches and greater: In addition to the design requirements of Condition B, design the cantilever wall barrier in accordance with SCDOT seismic design requirements.

For Conditions B and C, when evaluating the stability of the barrier, use a transverse force of 10 kips. For Conditions B and C, design and detail the barrier to provide a minimum height, measured from top of higher pavement surface to top of barrier, of 46 inches. Use a 10:1 taper to transition between Condition A barriers and Conditions B and C barriers. Design and detail the barrier foundation independent of the rigid pavement. Provide an isolating bond breaker between the rigid pavement

and the barrier structure and seal the top of the joint with a silicone sealant having a width of 3/8 inch.

### 3.0 BRIDGE LOAD RATING

The contractor will perform bridge load capacity ratings in accordance with the SCDOT Load Rating Guidance Document and the Manual for Bridge Evaluation, latest edition during design of the bridge. In the event the load rating indicates the bridge would require load posting, the bridge will be redesigned prior to construction and the load rating updated until the required capacity is achieved. No new bridge will be accepted by SCDOT which indicates the need for load posting. Load ratings will be performed and submitted for review with final bridge plans and updated and resubmitted for approval with the as-built plans. All load ratings shall be signed and sealed by a registered professional engineer.

The structures will be load rated utilizing AASHTOWare's Bridge Rating (BrR) computer program, if within the program's capabilities. In the event that the structure type cannot be rated in BrR, then approval to use an alternate computer program will be required from the Bridge Maintenance Office.

All deliverables will be made electronically and will be transferred to a SCDOT maintained ProjectWise location.

The contractor shall perform data entry into rating software, complete the load rating process, post-process the results, complete the Load Rating Summary Form for each site, and perform QC for all ratings. The load rating and QC process as described in the SCDOT Load Rating Guidance Document shall be followed.

# **EXHIBIT 4c**

## **PAVEMENT DESIGN CRITERIA**

## 1.0 GENERAL

Exhibit 4c contains requirements for:

- Interstate Reconstruction utilizing Hot Mix Asphalt (HMA)
- Temporary Pavement

## 2.0 CRITERIA

### 2.1 General Notes – HMA

If the final elevation is built up, and a new surface course of HMA is to be placed, mill and remove OGFC at a minimum.

Include full depth asphalt patching in accordance with the Special Provision in Exhibit 5. Patch interstate and non-interstate routes as directed by the RCE. Full depth patching or resurfacing of existing alignments to facilitate temporary alignment or to carry traffic during periods of shifts will not be paid from the Exhibit 5 quantities and should be included as part of the design builds temporary pavement design strategy.

Due to the condition of the existing pavement, do not allow traffic to run on a milled or surface planned pavement for the interstate.

The surface type for HMA shall be 200 psy Surface Type A and must at a minimum include a subsequent intermediate layer.

The riding surface for interstate surface must be 140 psy Open Graded Surface Course (OGFC)

Intermediate B Special may only be placed in a confined condition and is limited to a maximum lift thickness of 550 psy.

All Cement Modified Reclaimed Base (CMRB) shall be Method B curing. Perform CMRB using a minimum of 2 passes with the reclaimer. This can include a pulverization and mixing pass or two passes with cement. Additional passes may be needed to meet the requirements of the specification. SCDOT may utilize coring at its discretion for dispute resolution of final acceptance for CMRB material. If testing during production fails or the quality of material is uncertain to the SCDOT, acceptance may be based upon extraction of an intact core. The thickness of the intact core shall equal or exceed the design thickness of the CMRB.

Eradication of temporary markings shall not be allowed on the final pavement surface. Prior to placing the final permanent pavement markings, all asphalt areas requiring revised pavement markings shall be milled and resurfaced utilizing 200 psy Surface Type A on interstate pavements or the required surface on non-interstate pavements. Existing pavement markings on bridge decks shall be removed and replaced to match new lane configurations.

## 2.2 **Interstate Reconstruction HMA**

The design build team shall utilize Hot Mix Asphalt Pavement (HMA) for interstate reconstruction and shall not vary pavement type throughout the project limits.

Milled-in rumble strips shall be used on all shoulders, both inside and outside, in accordance with Engineering Directive 53, SCDOT Standard Drawings and specifications for the entire project.

Cross-slope verification in accordance with Exhibit 5 – Special Provision is required for interstate pavement.

The design build team shall design the pavement for interstate mainline, based upon the limitation given in the SCDOT Pavement Design Guide and this RFP. Pavement designs may be further altered through the ATC process.

2.2.1 Criteria in addition to SCDOT Pavement Design Guide and requirements for the ATC process are as follows:

- Acceptable pavement materials are given in the SCDOT Pavement Design Guide Coefficient of Relative Strength for Flexible Pavement Components, included in this exhibit, or are subject to approval in the ATC process. <http://www.scdot.org/business/pdf/materials-research/PavementDesignGuide2008.pdf>
- Design of pavements or pavement system components not covered in the SCDOT Pavement Design Guide are subject to approval in the ATC process.
- Indicate pavement thickness in rate (psy) for HMA courses and inches for all other material types on typical sections. Utilize 110 psy/in for HMA thickness
- Utilize 25 or 50 psy increments for HMA rates
- Follow Asphalt Mix Design Guidelines found on SCDOT website for

## EXHIBIT 4c – PAVEMENT DESIGN CRITERIA

type and rate. [http://www.scdot.org/business/pdf/materials-research/Guidelines\\_Asphalt\\_Mix\\_Selection.pdf](http://www.scdot.org/business/pdf/materials-research/Guidelines_Asphalt_Mix_Selection.pdf). Does Do not select pavement layer thicknesses outside of the recommended rates.

- All general rules of thumb and recommendations in the SCDOT Pavement Design Guide must be adhered to or presented for review in the ATC process.
- Cold Central Plant Recycled (CCPR), see Exhibit 5, rate 3 – 5 inches per lift. This material may be utilized as a substitute for HMA base up to 5 inches in thickness for interstate pavement. It must be covered with a minimum of 500 psy of dense graded HMA on the interstate. The structural coefficient is 0.34 per inch. Interstate traffic shall not be placed on CCPR.
- Soil-Cement, Section 301 Cement Modified Subbase. The contractor shall confirm suitability of soils for modification and provide mix design with a minimum strength, during production, of 300 psi for approval. Ensure the full width of the lane/pavement area is mixed. Soil Cement Layers must not be greater than 8 inches or less than 6 inches.
- Cement Modified Recycled Base (CMRB) layers must not be less than 8 inches or more than 12 inches. CMRB shall be covered with no less than 1350 psy of asphalt on the interstate. Synthetic CMRB may be created by mixing a minimum of 50% of the thickness with graded aggregate base course (GABC) or recycled asphalt pavement (RAP). The contractor shall confirm suitability of soils for modification. Design of the CMRB mixture is the responsibility of the contractor. The design strength shall be between 450 and 600 psi.
- Pavement designs utilizing Cement Stabilized Aggregate Base (CSAB) will not be considered unless approved in the ATC process.
- Any design utilizing Roller Compacted Concrete (RCC) must be submitted for review in the ATC process.
- Graded Aggregate Base Course (GABC) layer thicknesses must not be more than 10 inches or less than 6 inches.
- The SN of the pavement design must be equal to or exceed 8.20.

## EXHIBIT 4c – PAVEMENT DESIGN CRITERIA

- It is the Contractor's responsibility to confirm suitability of soils for placing pavement layers directly on subgrade. Contractor to modify or remove and replace insitu soils as necessary as a part of their geotechnical design.
- Pavement designs including inverted sections or sandwich sections utilizing cement treated layers and GABC must be submitted for review in the ATC process.
- Shoulder and ramp pavement designs shall match adjacent new pavement. Do not vary pavement section, structure or layer type thickness, transversely for new location pavement.
- Construction joints for pavement must be placed at the center of the lane or at lane lines for final configuration. Avoid placing construction joints in wheel paths during temporary alignments.

### **2.3 Existing Pavement**

#### I-85 Northbound:

- Place OGFC between approximate station 383+00 to 435+00
- Tie to existing transverse joints
- Mill new construction joint a minimum of 15 feet into existing OGFC

#### I-85 Southbound:

- Place OGFC between approximate station 383+00 to 414+00
- Tie to existing transverse joints
- Mill new construction joint a minimum of 15 feet into existing OGFC
- Mill 3 inches and place 200 psy Surface type A and 140psy OGFC from approximate station 414+30 and 435+00

Anywhere that new location widening occurs adjacent to existing OGFC, remove and replace existing OGFC.

### **2.4 Temporary Pavement**

The design-build team shall include their temporary pavement designs in the technical proposals including proposed uses and durations of use. All temporary pavement designs must be approved prior to use on the project.

Existing pavement used to carry traffic in a temporary alignment or new alignment

pavement used to carry temporary traffic is considered temporary pavement.

Design of temporary pavement is required and is the responsibility of the design-build team. Information provided in the Project Information Package should not be relied on for design and is given for information only. The design method selected for temporary pavement may vary from the SCDOT pavement design guide if approved by ATC. Existing mainline shoulders on I-85 appear to be inadequate to carry temporary mainline traffic. It is recommended to reconstruct the existing shoulders. If reconstructing or providing additional structure for temporary pavement on the shoulders it shall be for the entire width. If reconstruction is not selected, the existing conditions should be evaluated carefully. In addition, do not eliminate the potential of access to the original alignment for a minimum of 2 weeks after shifting traffic to the shoulders.

Temporary pavement must provide a satisfactory rideability to the public prior to opening to traffic and during construction. Satisfactory rideability is defined as any 0.1 mile segment having roughness not to exceed 170 inches per mile when tested in accordance with SC-T-125. In addition to rideability, rutting shall not exceed 1/4" when the wheel paths are measured with a 4 foot straightedge.

If potholes appear in the temporary pavement the Contractor shall take action within one calendar day to temporarily fill all potholes for safety. A pothole identified by the RCE as a safety hazard must be filled within 24 hours. \$1,000 will be assessed as a liquidated damage for every 24 hours, or any portion thereof, that potholes, identified by the RCE, are not temporarily filled. All temporarily filled pot holes shall be full depth patched, once per month at a minimum, varying in depth as necessary but shall be no less than 4 inches. Any full depth patching required on temporary pavement is not to be paid for from full depth patching quantities included in Exhibit 5.

If temporary pavement is to be incorporated in the final pavement structure, it must be free of cracks and distortion prior to overlay. If the pavement has visible wear or deterioration, then take remedial action to improve or repair the pavement to the Department's satisfaction prior to overlaying.

**2.5 Tie ins of Existing Pavements**

Full depth patch as directed by the RCE. Build up as necessary or mill the existing pavement and overlay with one lift of Surface and OGFC matching the requirement of Section 2.2.

Details must be included in the plans indicating tie ins at project termini and

EXHIBIT 4c – PAVEMENT DESIGN CRITERIA

bridge approaches.

Bridge approach slabs with concrete at finished grade must be included as part of the bridge deck for profilograph testing.

# **EXHIBIT 4d**

## **TRAFFIC DESIGN CRITERIA**

### **Part 1 – Signing and Pavement Marking**

## 1.0 GENERAL

### 1.1 Permanent Pavement Markings

Pavement marking work on this project consists of preparing detailed pavement marking plans and applying appropriate markings for the entire length of the project. All mainline and ramp edge lines and lane lines shall be to interstate standards as detailed in the Standard Drawings. Lane lines and edge lines shall be 6 inches in width. Exit and entrance gore markings shall be 12 inches in width. The final roadway surface material will determine which type of permanent marking material is to be applied. The CONTRACTOR shall use either polyurea or preformed tape (T-1) markings on concrete surfaces for the applications noted below. Thermoplastic markings shall be used on all asphalt surfaces. The CONTRACTOR shall install surface mounted raised pavement markers in accordance with the Standard Drawings. Shoulder rumble strips shall be installed in accordance with Engineering Directive 53 for the entire length of the project.

### 1.2 Permanent Signing

Signing work on this project consists of preparing a detailed, comprehensive signing plan for the length of the project and any modified interchange ramps impacted by staging or final design; and fabricating, furnishing, and erecting new ground mounted and overhead mounted signs, breakaway posts, overhead sign structures and delineators. Also included is the removal and relocation of the signs, delineators, overhead structures and supports to be replaced or that are impacted. Impacts to signing include relocating, removing, or causing to be non-compliant.

## 2.0 CRITERIA

### 2.1 Permanent Pavement Markings

#### 2.1.1 Thermoplastic Pavement Markings (Asphalt Surfaces)

All thermoplastic markings installed on the interstate mainline or any crossing routes shall meet the requirement of Section 627 of the Standard Specifications.

#### 2.1.2 Polyurea Pavement Markings (Concrete Surfaces)

2.1.2.1 All polyurea markings installed on the interstate mainline, crossing routes or any bridge decks on this project shall be a liquid, multi-component system that includes highly reflective elements.

- 2.1.2.2 The polyurea pavement marking lines shall have a minimum dry thickness of 20 mils when placed on concrete and asphalt pavements. The pavement marking material and highly reflective elements shall be applied in a simultaneous operation.
- 2.1.2.3 The CONTRACTOR shall apply the polyurea resin, mixed at the proper ratio according to the manufacturer's recommendations, to the pavement surfaces within the proper application temperatures as determined by the material manufacturer. Highly reflective elements shall be injected into the molten (liquid) polyurea pavement markings in accordance with the manufacturer's recommendations using a dispenser approved by the manufacturers of both the polyurea materials and the highly reflective elements.
- 2.1.2.4 Upon curing, the markings shall be uniformly reflectorized and have the ability to resist deformation caused by traffic throughout the entire length of the line.
- 2.1.2.5 If requested by the Engineer, the manufacturer of the selected polyurea material shall provide a technical representative, or a manufacturer's certified representative, to assure proper application technique by the contractor during the initial installation of the product.
- 2.1.2.6 All materials will be accepted based on manufacturer's certifications.
- 2.1.3 Preformed Patterned Tape (T-1) Pavement Markings (Options for Concrete Bridge Decks)
  - 2.1.3.1 The CONTRACTOR may choose to apply preformed patterned tape markings to concrete bridge decks on this project. If this option is selected the markings shall be preformed patterned tape with a raised diamond pattern covered with ceramic elements having a refractive index of 1.9 or greater. All preformed tape markings installed on the bridge decks on this project shall be installed with a truck mounted application system or other motorized applicator approved by the manufacturer.
  - 2.1.3.2 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.

## **2.2 Permanent Signing**

### **2.2.1 Maintenance of Mainline and Ramp Directional and Information (LOGO) Signing Mounted on I-Beam Breakaway Posts**

2.2.1.1 The existing mainline and ramp directional and information signs mounted on I-beam breakaway posts may have to be relocated due to the construction. Where relocation is necessary, the mainline signs should be mounted temporarily on 4"x6" wood posts using the method detailed on Standard Drawing 625-120-00. Ramp information signs (logo) should be mounted temporarily on 4"x4" wood posts. No separate payment will be made for these relocations. All signs are to be maintained throughout construction.

2.2.1.2 In addition, the CONTRACTOR will be responsible for replacing signs damaged during construction which are to be retained (i.e. logo signs) and erected as part of the permanent signing. A Department representative should conduct an inspection/evaluation prior to and at the conclusion of construction to determine in any damage occurred during execution of the contract.

## **2.3 Special Instructions to the Contractor**

2.3.1 The comprehensive Signing Plan should include the proposed sign locations and sign layouts for all overhead signs as well as all signs mounted on I-beam breakaway posts. The plans should include notes that detail the sign size, sign identification numbers and a brief description of work to be accomplished. Flat sheet signs mounted on u-section posts (mile markers, warning signs, regulatory signs, etc.) should be included and replaced as part of this contract.

2.3.2 The CONTRACTOR shall contact the Director of Traffic Engineering within 30 days of the issuance of the Notice to Proceed to review the overall signing requirements of the contract. A complete as built set of signing plans shall be submitted to the Director of Traffic Engineering at the conclusion of the project. The Director of Traffic Engineering will provide an example set of

interstate signing plans to the Contractor at this meeting to use as a guide in preparation of the as built signing plans.

- 2.3.3 Ensure that signs are designed using SignCAD software and Clearview Fonts.
- 2.3.4 Walkways should be included in the design of all new overhead structures as noted in the Standard Specifications. Sign lighting systems will be required on the new overhead structures. Unistrut channels should be installed on the walkway supports to support the new LED sign lights and should be spaced to accommodate the hole pattern on the base of the fixtures cast aluminum housing. Placement (distance from the sign face) of the unistruts will be verified by the Contractor by contacting the lighting fixture manufacturer.
- 2.3.5 Overhead sign lighting shall be included on all overhead signs on this project. The CONTRACTOR will be responsible for:
- Designing and installing the complete electrical and sign lighting systems.
  - Coordinating with the sign light manufacturer to produced photometric analyses for each overhead assembly of signs in order to determine the number of sign lights required as well as the appropriate spacing.
  - Including sign light spacing information as part of the signing plans on the overhead sign dimensional drawings as well as photometric analyses to support the spacing.
  - Coordinating power supply with local utilities to provide connection from the nearest power supply lines to the lighting system which shall include all necessary conduit, power poles, conductors, etc., for connection to the meter base and from the meter base to the lighting system service panel.
  - Submitting as-built electrical plans that show locations of power supply and conduit location. A schematic of the lighting control equipment and cabinet shall also be provided.

All work involving overhead sign lighting will be in accordance with the Department's Supplemental Specification entitled Sign Lighting Systems dated September 25, 1998 of which Section 4 entitled "Materials - Sign Lighting Luminaires" is revised as follows:

LED sign lighting luminaires will be required on the project. The CONTRACTOR will be required to consult with fixture manufacturer to determine the number and appropriate

wattage of fixtures (lumen output) that are necessary to properly illuminate the overhead signs. Sign luminaires shall be Holophane model SVLED2SVLPK1XX50KPLMGYSDP (6000 lumens) or SVLED2SVLPK2XX50KPLMGYSDP (9000 lumens – for larger/taller signs), or approved equal. “XX” in the model number represents the voltage type. Any fixtures other than those specified should be approved by the Director of Traffic Engineering prior to submitting project proposals.

- 2.3.6 Guardrail should be included for all overhead uprights located within the clear zone on either side of the travel way. For guardrail installations that protect sign uprights, typically the face of the guardrail is located approximately 1 foot behind the edge of shoulder. The center of the upright should be located approximately 9 feet behind the face of guardrail.
- 2.3.7 The CONTRACTOR will be responsible for obtaining soil borings to be used for foundation designs for all new overhead sign structures.
- 2.3.8 The CONTRACTOR is advised that Logo signs may have to be relocated and I-beam supports replaced if exit ramps are significantly lengthened. Likewise, if entrance ramps are significantly lengthened, Speed Limit and Post Interchange Mileage signs that are noted as “Replace Sign – Refurbish Posts” will have to be relocated and I-beam supports replaced. Correct location for Speed Limit signs is 1500 feet beyond the end of the entrance taper. Correct location for Post Interchange Mileage Signs is 2500 beyond the end of the entrance taper.
- 2.3.9 The CONTRACTOR is advised that all signs have a unique barcode sticker attached to the back of each sign and each sign assembly has a unique barcode sticker attached to one post of the assembly. The CONTRACTOR will be required to record the barcode number for each sign and the associated assembly that is removed, replaced or relocated. These numbers and the date that the sign and assembly were removed, replaced or relocated shall be recorded on a form and the form shall be and turned into the Resident Construction Engineer.

### **3.0 DELIVERABLES**

#### **3.1 Permanent Pavement Marking Plans**

The Contractor shall submit Permanent Pavement Marking Plans with the Final Plans for SCDOT’s review. Permanent Pavement Marking Plans shall include, at

a minimum, all items described in this section of the RFP and all other applicable design references listed in Exhibit 4.

**3.2 Permanent Signing Plans**

The Contractor shall submit Permanent Signing Plans with the Final Plans for SCDOT's review. Permanent Signing Plans shall include, at a minimum, all items described in this section of the RFP and all other applicable design references listed in Exhibit 4.

Contractor will be responsible for final design and installation of the Pelham Road overhead multilane exit sign shown in Attachment B. Final location of this sign will be determined by the Contractor.

**3.3 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 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, these 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*, this project has been classified as “SIGNIFICANT” and all components of the Transportation Management Plan prepared by the CONTRACTOR are required and shall be implemented.

Install and utilize changeable message signs in all lane closures installed on high volume high-speed multilane roadways. Use of changeable message signs in lane closures installed on low volume low speed multilane roadways is optional unless otherwise directed by the plans and the Engineer. Install and use a changeable message sign within a lane closure set-up as directed by the Standard Drawings For Road Construction. When a lane closure is not present for any time to exceed 24 hours, remove the changeable message sign from the roadway. Place the sign in a predetermined area on the project site, as approved by the Engineer, where the sign is not visible to passing motorists. Utilize preprogrammed messages in accordance with the Standard Drawings For Road Construction when using the changeable message sign as part of the traffic control set-up for lane closures. Only those messages pertinent to the requirements of the traffic control situation and the traffic conditions are permitted for display on a changeable message sign at all times. At no time will the messages displayed on a changeable message sign duplicate the legends on the permanent construction signs.

During operation of changeable message signs, place the changeable message sign on the shoulder of the roadway no closer than 6 feet between the sign and the near edge of the adjacent travel lane. When the sign location is within 30’ of the

near edge of a travel lane open to traffic, supplement the sign location with no less than 5 portable plastic drums placed between the sign and the adjacent travel lane for delineation of the sign location. Install and maintain the drums no closer than 3 feet from the near edge of the adjacent travel lane. This requirement for delineation of the sign location shall apply during all times the sign location is within 30' of the near edge of a travel lane open to traffic, including times of operation and non-operation. Oversized cones are prohibited as a substitute for the portable plastic drums during this application.

When mounting signs on multiple ground mounted sign supports, ensure that each post is of the same type. Combining and installing both ground mounted u-section and square steel tube posts within the same sign assembly is prohibited. On multilane primary routes, avoid placement of signs on portable signs supports within paved median areas utilized for two-way left turns unless otherwise directed by the RCE.

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.

Temporary "Exit" signs (M1025-00) shall be located within each temporary gore during lane closures on multilane roadways. Mount these signs a minimum of 7' from the pavement surface to the bottom of the sign in accordance with the requirements of the MUTCD.

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.

Install and maintain any necessary detour signing as specified by the typical traffic control standard drawings designated for detour signing, Part VI of the MUTCD, these Special Provisions, and the Engineer. The lump sum price bid item for “Traffic Control” includes payment for installation and maintenance of the detour signing.

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. However, during surface planing and milling operations for removal of Open-Graded Friction courses ONLY, a grade elevation difference of 1½ inches between adjacent travel lanes opened to traffic may exist unless otherwise directed by the Department.

During surface planing and milling operations, lane closures are required at all times where grade elevation differences and drop-offs greater than the acceptable measurements specified heretofore exist adjacent to or between travel lanes open to traffic unless otherwise specified by the department. If a grade elevation difference in excess of the specified acceptable ranges exist, either mill the adjacent travel lane or pave the milled travel lane as necessary to eliminate the grade elevation difference prior to opening the travel lane to traffic at these locations. Maintain the lane closure restrictions at all times unless otherwise directed by these special provisions.

During the paving operations, the length of roadway with an acceptable grade elevation difference less than or equal to 2" shall be restricted to 2 miles.

During the milling and surface planing operations, the length of roadway with an acceptable grade elevation difference less than or equal to 1" shall be restricted to 2 miles.

Upon completion of the final riding surface on each road, the Contractor will be allowed up to 3 working days to begin eliminating shoulder drop-offs greater than 2" and work continuously until these drop-offs are eliminated.

During construction on the ramps, the contractor shall conduct flagging operations. The flagging operations shall either stop traffic or direct the traffic around the work area. Installation and operation of these flagging operations shall be according to these special provisions and the MUTCD.

Supplement and delineate the shoulder edges of travel lanes through work zones with traffic control devices to provide motorists with a clear and positive travel path. Utilize portable plastic drums unless otherwise directed by the Department. Vertical panels may be used where specified by the plans and directed by the RCE. The installation of traffic control devices are required in all areas where those areas immediately adjacent to a travel lane open to traffic have been altered

in any manner by work activities, including but not limited to activities such as grading, milling, etc. Install the traffic control devices immediately upon initiating any alterations to the areas immediately adjacent to or within 15 feet of the near edge line of the adjacent travel lane. When sufficient space is available, place the traffic control devices no closer than 3 feet from the near edge of the traffic control device to the near edge line on the adjacent travel lane. When sufficient space is unavailable, place the traffic control device at the maximum distance from the near edge of the adjacent travel lane available.

**2.2 LANE CLOSURE RESTRICTIONS**

The lane closure restrictions stated below are project specific, for all other restrictions, see supplemental specification, “Restrictions”, dated February 1, 2019.

The Contractor shall install all lane closures as directed by the Standard Specifications For Highway Construction (latest edition), the Standard Drawings For Road Construction, these special provisions, the MUTCD, and the Engineer. The Contractor shall close the travel lanes of interstate routes as directed by the typical traffic control standard drawings designated for lane closures on interstate routes.

**I-85 – Single Lane Closures**

On Interstate 85, the Department prohibits single lane closures on northbound I-85 Monday through Wednesday from 5:00 am to 8:00 pm, on Thursdays from 5:00 am to 9:00 pm, on Fridays from 5:00 am to 10:00 pm, on Saturdays from 8:00 am to 9:00 pm, and on Sundays from 9:00 am to 9:00 pm. The Department prohibits lane closures on southbound I-85 Monday through Wednesday from 6:00 am to 8:00 pm, on Thursdays from 6:00 am to 9:00 pm, on Fridays from 6:00 am to 9:00 pm, on Saturdays from 7:00 am to 9:00 pm, and on Sundays from 10:00 am to 9:00 pm.

Hourly Lane Closure Prohibitions (Single)			
(NORTHBOUND)		(SOUTHBOUND)	
MON-WED:	5A-8P	MON-WED:	6A-8P
THURS:	5A-9P	THURS:	6A-9P
FRI:	5A-10P	FRI:	6A-9P
SAT:	8A-9P	SAT:	7A-9P
SUN:	9A-9P	SUN:	10A-9P

**I-85– Dual Lane Closures**

On Interstate 85, the Department prohibits dual lane closures on northbound I-85 on Mondays from 5:00 am to 11:00 pm, Tuesday through Friday from 5:00 am to 12:00 am (midnight), on Saturdays from 6:00 am to 12:00 am (midnight), and on Sundays from 7:00 am to 11:00 pm. The Department prohibits dual lane closures on southbound I-85 Monday through Wednesday from 5:00 am to 11:00 pm, Thursday through Friday from 5:00 am to 12:00 am (midnight), on Saturdays from 6:00 am to 12:00 am (midnight), and on Sundays from 7:00 am to 11:00 pm.

Hourly Lane Closure Prohibitions (Dual)			
(NORTHBOUND)		(SOUTHBOUND)	
MON	5A-11P	MON - WED	5A-11P
TUE-FRI	5A-12A(midnight)	THU - FRI	5A-12A(midnight)
SAT	6A-12A(midnight)	SAT	6A-12A(midnight)
SUN	7A-11P	SUN	7A-11P

All other routes with lane closure prohibitions for this project are listed on the SCDOT website under Doing Business with SCDOT in the Publications and Manuals section for Traffic Engineering.

These restrictions also apply to all road closures and 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.

Flagging operations are considered to be lane closures for two-lane two-way operations and shall be subject to all restrictions for lane closures as specified by this contract.

Lane closures, including flagging operations, are restricted to maximum distances of 2 miles. Install all lane closures according to the typical traffic control standard drawings. On occasions when daytime lane closures must be extended into the nighttime hours, substitute the nighttime lane closure standards for the daytime lane closure standards.

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.

The presence of temporary signs, portable sign supports, traffic control devices, trailer mounted equipment, truck mounted equipment, vehicles and vehicles with trailers relative to the installation or removal of a closure and personnel are prohibited within the 15 to 30 foot clear zone based upon the roadway speed limit during the prohibitive hours for lane closures specified by these special provisions.

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.

On Interstate 85, a reduced regulatory speed limit of 45 MPH shall be in effect during lane closures. Erect temporary regulatory “Speed Limit” signs (R2-1-48-45) and “Speed Reduction 45 MPH” signs (W3-5-48-45) 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 (R2-1-48-45) and the “Speed Reduction 45 MPH” signs (W3-5-48-45) upon the removal of the lane closures.

Truck mounted changeable message signs shall be required during all interstate lane closures. The Contractor shall provide, install, and maintain these signs in accordance with all requirements of the Standard Specifications for Highway Construction (latest edition) and the typical traffic control standard drawings designated for interstate lane closures.

The truck mounted changeable message signs are in addition to the requirements for trailer mounted changeable message signs. Truck mounted changeable message signs and trailer mounted changeable message signs are not interchangeable.

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 SHOULDER CLOSURE RESTRICTIONS:**

On Interstate 85, the Department prohibits the Contractor from conducting work within 15’ of the near edge of the adjacent travel lane on the outside shoulders or the median areas of I-85 during the hours when lane closures are prohibited. The hourly restrictions for lane closures on I-85 shall also apply to work activities conducted under a shoulder closure within 15’ of the near edge of an adjacent travel lane or a median area. The Department reserves the right to suspend work conducted under a shoulder closure if any traffic backups develop and are deemed excessive by the Engineer. Maintain all shoulder closure restrictions as directed by the plans, these special provisions, and the Engineer.

On Interstate 85, the Department prohibits the Contractor from conducting work within the limits of a paved shoulder or within 10’ of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within the limits of a paved shoulder or within 10’ of the near edge of an adjacent travel lane shall be conducted under a lane closure.

The Contractor shall install all shoulder closures as directed by the typical traffic control standard drawings designated for shoulder closures, and the Engineer. Substitution of the portable plastic drums with oversized cones during nighttime shoulder closures is PROHIBITED.

### **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 (paragraph 2) -**

When working within the rights-of-way of access-controlled roadways such as Interstate highways, the Contractor's vehicles may only change direction of travel at interchanges. These vehicles are prohibited from crossing the roadway from right side to the median or vice versa. Use a flagger to control the Contractor's vehicles when these vehicles attempt to enter the roadway from a closed lane or the median area. Ensure the flagger does not stop roadway traffic, cause roadway traffic to change lanes, or affect roadway traffic in any manner. The Contractor's vehicles may not disrupt the normal flow of roadway traffic or enter the travel lane of the roadway until a sufficient gap is present.

The Contractor shall have flaggers available to control all construction vehicles entering or crossing the travel lanes of secondary and primary routes. The RCE shall determine the necessity of these flaggers for control of these construction vehicles. The RCE shall consider sight distance, vertical and horizontal curves of the roadway, prevailing speeds of roadway traffic, frequency of construction vehicles entering or crossing the roadway and other site conditions that may impact the safety of the

workers and motorists when determining the necessity of these flaggers. Ensure these flaggers do not stop roadway traffic, cause roadway traffic to change lanes or affect roadway traffic in any manner. The Contractor's vehicles may not disrupt the normal flow of roadway traffic or enter the travel lane of the roadway until a sufficient gap is present.

When working within the rights-of-way of access-controlled roadways with posted regulatory speed limits of 55 MPH or greater and average daily traffic volumes {ADT} of 10,000 vehicles per day or greater, i.e. Interstate highways, all construction and work vehicles possessing any one or more of the vehicular characteristics listed below are only permitted to enter and exit a right or left shoulder work area during the presence of active lane closures unless otherwise directed by the RCE. These vehicles are not permitted to enter or exit these work areas without the presence of active lane closures unless otherwise directed by the RCE. Shoulder closures are unacceptable and insufficient methods for control of traffic at ingress / egress areas for these vehicles. The restrictive vehicular characteristics include the following:

- Over six (6) tires
- Tandem rear axles
- A base curb weight greater than 8000 lbs.
- A gross vehicular weight greater than 12000 lbs. unless performing duties as a shadow vehicle while supporting a truck mounted attenuator
- A trailer in tow except under the following conditions:
  - Trailers transporting traffic control devices (including but not limited to standard and 42" oversized traffic cones, portable plastic drums, signs, portable sign supports, u-channel and square steel tube sign posts) relative to the installation of lane closures, shoulder closures or other traffic control operations approved by the RCE
  - Trailer mounted traffic control devices (including but not limited to advance warning arrow panels, changeable message signs, temporary traffic signals, highway advisory radios, work zone intelligent transportation systems and trailer towed truck mounted attenuators)

## **2.6.2 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.

### **2.6.3 General Requirements for Providing and Maintaining Traffic Control Devices in the Work Zone (Section 602) –**

#### **Sub-section 602.4 Construction (paragraph 8) -**

Mount flat sheet signs straight and level and with the face of the signs perpendicular to the surface of the roadway. This requirement applies to flat sheet signs whether they are portable or have the embedded supports. Mount advance construction signs 2 feet from the edge of a paved shoulder or the face of a curb, or if no paved shoulder exists, 6 feet to 12 feet from the edge of an adjacent travel lane to the nearest edge of the signs. The mounting height of single signs mounted on ground embedded sign supports is no less than 7 feet or no greater than 8 feet from the bottom edge of the sign to the grade elevation of the near edge of the adjacent travel lane or sidewalk when a sidewalk is present. Any secondary sign on the same assembly has a minimum mounting height of 6 feet from the ground to the bottom edge of the secondary sign. Ensure that signs mounted on portable sign supports, including advance construction signs, regulatory signs, warning signs, etc., have a minimum mounting height of 5 feet from the ground to the bottom edge of the sign. Provide special sign mounting assemblies, when necessary, in areas of double-layered guardrail, concrete median barrier, or bridge parapet walls.

### **2.6.4 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.

### **2.6.5 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.

### **2.6.6 Temporary Concrete Barrier (Sub-section 605.2.3.2) –**

#### **Sub-section 605.2.3.2 Temporary Concrete Barrier (paragraph 6) -**

Previously used temporary concrete barrier walls are subject to inspection and approval by the RCE before use. Ensure that previously used temporary concrete barrier walls are in good condition. Defects to a temporary concrete barrier wall that may disqualify a section of wall for use include gouges, cracks, chipped, or spalled areas. A defect that exposes reinforcing steel warrants immediate disqualification. A disqualification grade type defect shall consist of measurements in excess of 1 inch, entirely or partially within the boundaries of the end connection areas and the drainage slot areas as illustrated in the “Standard Drawings for Road Construction”, and/or in excess of 4 inches for all areas beyond the end connection areas. To warrant disqualification, these

measurements shall exceed the specified dimensions in all three directions, width, height, and depth. A defect that exceeds the specified dimensions in only one or two of the three directions does not warrant disqualification.

Temporary concrete barrier walls with defects less than 6 inches in all three directions, width, height, and depth that do not expose reinforcing steel may be repaired in accordance with the following requirements. Repair is prohibited on temporary concrete barrier walls with defects 6 inches or greater in all three directions, width, height, and depth.

For repair of temporary concrete barrier walls with defects less than 6 inches in all three directions, width, height, and depth that do not expose reinforcing steel, repair the defect with a premanufactured patching material specifically fabricated for patching structural concrete. The strength of the patch must meet or exceed the design strength of the class 3000 concrete of the temporary concrete barrier wall. Perform the repair procedures in accordance with all requirements and instructions from the manufacturer of the patch material. Use a bonding compound between the patch material and the concrete unless specifically stated by the manufacturer that a bonding compound is not required. If the manufacturer states that application of a bonding compound is optional, SCDOT requires application of a bonding compound compatible with the patch material. If cracking occurs within the patched area, remove the patch material completely and repeat the repair process. The contractor shall submit documentation stating all repairs have been conducted in accordance with these requirements prior to installing any temporary concrete barrier walls with repairs. Utilization of temporary concrete barrier walls with repairs shall require approval by the RCE prior to installation.

The Contractor shall submit certification documents for the patch material utilized for repairs to the Engineer prior to placing temporary concrete barrier walls that have been repaired on the project site.

Sub-section 605.2.3.2 Temporary Concrete Barrier (paragraph 5) -

In regard to projects let to contract after January 1, 2017, ALL *NCHRP Report 350* compliant temporary concrete barrier walls placed on a project site SHALL comply with the requirements for the recessed approval stamp as directed by the *SCDOT Standard Drawings*. Those *NCHRP Report 350* compliant temporary concrete barrier walls with the original recessed approval stamp that reads "SCDOT 350" will continue to be acceptable on projects let to contract after January 1, 2017. However, those temporary concrete barriers with the "SCDOT 350" identification plate attached to the side of the barrier walls with mechanical anchors previously

grandfathered will no longer be acceptable on projects let to contract after January 1, 2017.

### 2.6.7 **Construction Signs (Sub-section 605.4.1.1) –**

On all projects relative to **interstate highways** let to contract after January 1, 2016, all signs attached to portable sign supports on and/or adjacent to **interstate highways** shall be rigid. Fabricate each of these rigid signs from an approved aluminum laminate composite rigid sign substrate approved by the Department. Utilization of signs fabricated from roll-up fabric substrates attached to portable sign supports installed on and/or adjacent to **interstate highways** will no longer be acceptable on projects let to contract after January 1, 2016.

ONLY those portable sign supports specified and approved for support of rigid signs fabricated from approved aluminum laminated composite rigid sign substrates and included on the *Approved Products List for Traffic Control Devices in Work Zones*, latest edition, are acceptable. To facilitate location of acceptable portable sign supports, the listing of portable sign supports is now separated into two (2) sections; “Portable Sign Supports for Use with Roll-Up Signs ONLY” and “Portable Sign Supports for Use with Roll-Up Sign Substrates and Rigid Sign Substrates”.

**The trade names of the approved aluminum laminate composite rigid sign substrates are “Acopan”, “Alpolic”, “Dibond” and “Reynolite”. These rigid sign substrates are restricted to thicknesses no greater than 2 millimeters.**

Rigid signs fabricated from standard aluminum sign blanks or any other rigid material other than Acopan, Alpolic, Dibond or Reynolite are PROHIBITED for attachment to portable sign supports. However, rigid signs fabricated from standard 0.080 and 0.100 inches thick aluminum sign blanks will continue to be acceptable for mounting on ground mounted sign supports.

Signs fabricated from roll-up fabric substrates approved by the Department will continue to be acceptable for use on and/or adjacent to secondary and primary roadways unless otherwise directed by the Department.

The minimum mounting height of signs mounted on these portable sign supports shall continue to be 5 feet from the ground to the bottom edge of the sign except where a minimum 7 foot mounting height is required in accordance with the standard specifications, the standard drawings, these special provisions and the MUTCD, latest edition.

**2.6.8 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.

**2.6.9 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.

**2.6.10 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.

**2.6.11 Temporary Pavement Markings (Sub-section 609.4.1) –**

Sub-section 609.4.1.1 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.

Due to excessive wear resulting from high volume traffic and constructions activities, replace and reapply all pavement markings on the I-85 mainline lanes and on and off ramps at time intervals not greater than 90 days and as directed by the RCE.

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.

**2.6.12 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.

**2.6.12 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.

**2.7 STAGING**

**2.7.1 Traffic Control Restrictions (Project Specific)**

Maintain the existing number of I-85 mainline lanes of traffic in each direction during the times of the lane closure restrictions. On Interstate 85 southbound, maintain 3 lanes. On Interstate 85 northbound, maintain 4 lanes to the Pelham Road exit ramp and 3 lanes north of Pelham Road. Maintain the existing number of travel lanes for all on-ramps and off-ramps during the times of the lane closure restrictions unless otherwise approved by the Department. Ramp traffic must be maintained at all times, no detours allowed. All ramps must maintain free-flow operation (no yield control) unless otherwise approved by the Department.

### **3.0 DELIVERABLES**

#### **3.1 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 prepared by the CONTRACTOR are required and shall be submitted for review by the Department and must be approved before any construction activities can begin.

#### **3.2 Conceptual Work Zone Traffic Control Plans**

The Contractor shall submit Conceptual Work Zone Traffic Control Plans in the Right-of-Way 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
  - Show areas where additional Right-of-Way is warranted for the purposes of Staging
  - Show the Separation of Adjacent Travel Lanes / Traffic Splits as described in the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design
  - Show areas where the travel lane leaves the existing roadway bed or direction on new alignment (transition area) and returns (termination area)

#### **3.3 Work Zone Traffic Control Plans**

The Contractor shall submit Work Zone Traffic Control Plans in the Final Plans Submittal. 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.

# **EXHIBIT 4d**

## **TRAFFIC DESIGN CRITERIA**

### **Part 3 – Intelligent Transportation System**

**1.0 GENERAL**

ITS elements have been installed within the limits of this project. The CONTRACTOR shall call PUPs for locating the existing ITS underground infrastructure. Contact the ITS Field Operations Manager at 1408 Shop Road (803) 737-0256 or the ITS Coordinator at 1412 Shop Road (803) 737-9942 for information concerning the existing ITS infrastructure within this project.

Should any ITS elements need to be relocated as a result of design or construction efforts in this project, the CONTRACTOR shall give SCDOT no less than a 45 day window of time within the construction schedule to relocate the impacted ITS elements. These relocations will be done at SCDOT expense.

Should the CONTRACTOR or any sub-contractor cause damage to the existing ITS elements within the project limits, not specified in design, SCDOT will make repairs to restore system functionality using SCDOT's on-call installation contract and current construction specifications and the CONTRACTOR will be responsible for all related costs.

# **EXHIBIT 4e**

## **HYDRAULIC DESIGN CRITERIA**

## 1.0 GENERAL

Perform all hydrologic and hydraulic drainage designs in accordance with the “SCDOT’s Requirements for Hydraulic Design Studies”, May 2009, SCDOT’s Stormwater Quality Design Manual, December 2014, and Project Design Criteria as listed in EXHIBIT 4. Designs, as a minimum, to address:

- Ditch Capacity and Stability Analyses
- Storm Sewer Systems, Temporary and Permanent
- Bridge Deck Drainage
- Cross-line Pipes
- Bridge Hydraulics and Scour and Sediment Transport
- Sediment and Erosion Control
- Best Management Practices
- Stormwater Quality Design

## 2.0 CRITERIA

The Project Information Folder/Hydrology contains the Preliminary Hydraulic Design and Risk Assessment Report for the preferred alternative prepared by Michael Baker International, February of 2019.

### 2.1 Roadway Drainage

- 2.1.1 Evaluate the hydrologic and hydraulic conditions for roadway drainage for both pre- and post-developed conditions. Ensure offsite areas that affect the hydraulic systems and outfalls of this project are accounted for and are assigned appropriate impervious cover factors depending on hydrologic method.
- 2.1.2 Perform hydraulic analyses, to include headwater and tail-water effects, on all crossline and median drainage structures for the design storm event. Additionally, evaluate the 50-year surcharging event for median inlets in sag locations and the 100-year overtopping event for crosslines.
- 2.1.3 Design new and analyze existing closed-drainage systems with GEOPAK drainage software. Where warranted, use Type-25 catch basin in place of Type-15. Place inlets at staggered stations when a grade separation exceeds eighteen (18) inches or cantilever walls are used. Do not include upstream systems in the designs but do account for the upstream drainage areas at the first inlet that the upstream drainage system ties into. When tying into existing systems, at a minimum, include one downstream pipe link of the system in the design. In locations where designs account for a

future widening, ensure proposed drainage systems are not constructed under future lanes.

- 2.1.4 Perform open channel designs. Include ditch capacity and stability analyses on the median, sideline, gore, and outfall ditches within the limits of the project. When existing ditches are filled in due to new slopes, design and construct a ditch to channel the runoff to an outlet. Provide additional information and analyses for those outfall locations where structures are upsized to verify post conditions will not create nor contribute to adverse downstream impacts. Minimize velocities to non-erosive rates.
- 2.1.5 Design temporary drainage systems, except at any bridge rehabilitation, bridge widening or bridge replacement locations, with a rainfall intensity of 4 inches/hour and restrict spread to the shoulder width. Design temporary drainage systems at bridge rehabilitation, bridge widening or bridge replacement locations for the 10-year storm event, minimizing the spread to that of existing conditions. Minimize ponding at flood sensitive locations and the low side of barrier walls. Include drainage sheets within the conceptual traffic control plans to show locations of temporary drainage networks, outfall locations, and pertinent drainage details. Detail how the drainage is handled within staging transition points.
- 2.1.6 Replace 15-inch pipes with minimum 18-inch pipes at all locations where design warrants retaining 15-inch pipes, to include driveways.
- 2.1.7 Abandon pipes in accordance with Specification 715.4.2. Note abandoned pipe locations on drainage sheets.
- 2.1.8 When retaining Type-5 and Type-6 catch basins, convert to Type-17 (719-017-RX). When retaining Type-7 catch basins, convert to Type-18 (719-018-RX). When conversions are not practical, replace with new structures. Replace all damaged Type-9 catch basins with Drop Inlet Type-112 (719-112-XX) within controlled access locations only. Replace all damaged Type-9 catch basins with Type-9 Ditch Installation (719-009-03) where practical. Replace all other damaged Type-9 catch basins using Type-9 Top Slabs with Integral Throat walls only (719-009-01). Replace damaged inlets such as DI 24x24, Type-12 and Type-112. Include notes on the drainage sheets when retaining or replacing these structures. All drainage structures shall be immediately accessible to the final surface grade by either a manhole or grate access (i.e., no blind junctions).
- 2.1.9 Perform rehabilitations to washout areas and those locations where bridge downspouts tie into asphalt curbing. Repair existing concrete and asphalt ditches in accordance with Special Provision 815 Erosion Control.

- 2.1.10 At locations where fill height is greater than or equal to ten feet, provide a minimum five foot buffer between the toe of fill and the nearest top of bank of any proposed sideline ditch or swale. A detail is included in Attachment B/Hydrology.
- 2.1.11 Provide drainage conveyance structures to intercept offsite runoff prior to reaching the toe behind constructed walls. Design the structures to contain the 10-year storm event.
- 2.1.12 Replace all non-standard structures with depths up to 12 feet with structures that meet current criteria. For non-standard structures with depths greater than or equal to 12 feet, SCDOT will take necessary measures to ensure the deficiencies are remediated, or rendered harmless. Such measures will include self-performing, retaining a qualified firm, or negotiating a construction change order with the Contractor.
- 2.1.13 Perform field and video inspections on retained cross-line structures that have not been inspected, in accordance with the SCDOT's Pipe and Culvert Inventory and Inspection Guidelines (2011) with exceptions noted herein.
  - 2.1.13.1 Inspect retained pipes 18-inches and greater in diameter using a pipe camera system (no laser).
  - 2.1.13.2 Inspect retained box culverts via direct measure techniques utilizing a video camera to document condition, jointing, and obstructions.
  - 2.1.13.3 Perform a condition assessment to evaluate inlets, outlets, joints, cracks, spalling, slope, sediment, debris, efflorescence, and rust staining. Additionally note all drop inlet structural deficiencies and outfalls in need of regrading for positive drainage or armoring.
  - 2.1.13.4 Prepare an inspection report and summary table for recommended alternatives. Acceptable alternatives are replace, retain and seal, retain and clean, retain and clean and line, or a combination of these. Label one table column *Evaluation of Pipe* and list the chosen alternatives. Additionally, include a summary of the inlets with structural deficiencies and outfalls that are in need of repair to promote positive drainage. A SC Registered Professional Engineer shall sign the report.

2.1.13.5 SCDOT will take necessary measures to ensure the deficiencies are remediated. Such measures will include self-performing, retaining a qualified firm, or negotiating a construction change order with the Contractor.

2.1.14 Avoid placing drainage structures under pavement and adjacent to pavement where excavation for maintenance of the structure would impact the pavement structure in roadway sections without curb and gutter. Avoid placing drainage structures in locations where access can only be obtained with a lane closure. In addition to the drainage structures covered in the Standard Drawings, this applies to locations where two different pipe sizes and shapes are connected, such as with collars, headwalls, and bulkheads. All drainage structures shall be immediately accessible to the final surface grade by either a manhole or grate access (i.e., no blind junctions).

## **2.2 Bridge Hydraulics**

2.2.1 Model natural, existing, and proposed conditions for bridges and bridge-sized culverts that are to be constructed, replaced, widened, or extended over stream crossings using the 1-D model HECRAS. Include backwater effects from any downstream controls. 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(s). In addition to the four cross sections described within the Manual, include additional cross sections, a minimum 500 feet upstream and downstream, 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 caused by the bridge. The hydraulic model can be executed starting at normal depth then subsequent runs can be started three feet below and above normal depth to see if the model converges before the location of the proposed bridge. See Attachment B/Hydrology for additional instructions on pier/pile placement and other setbacks. When new cross sections need to be established, provide smooth channel bank slopes of 32:1 or flatter.

2.2.2 Summarize the inputs and results, to include backwater, freeboard, and FEMA requirements.

2.2.3 The Contractor shall perform the scour analysis for the 100-yr and 500-yr storms in accordance with the Department's Requirements, USGS, and the latest FHWA's HEC-18 and HEC-20 editions. Plot the 100-yr and 500-yr total scour lines and the triple profile on the bridge plan and profile sheet.

2.2.4 Follow the Requirements for Hydraulic Design Studies by performing HECRAS model runs with both the USGS discharges and the FEMA

discharges of  $Q_{50,F} = 4,323.2$  cfs and  $Q_{100,F} = 4,959$  cfs. The bridge low chord shall provide 2 feet of freeboard above the design water surface elevation and pass the 100-year overtopping water surface elevation for those elevations computed using the more conservative discharges, or provide a minimum elevation of 852.78 feet.

- 2.2.5 Provide a bridge skew within the range of 15 to 25 degrees in the design.
- 2.2.6 Design the stream relocation to the geomorphic characteristics of a stable stream to avoid upstream aggradation, downstream degradation and scour. Concrete channels shall not be utilized for this project. Perform a sediment transport analysis, in accordance with HEC-20 or other approved methods, to determine if stream stabilization, beyond vegetative controls, is needed. Stream stabilization measures beyond vegetative controls may be required to ensure stability. Submit the design and recommended stabilization measures to the SCDOT Environmental Office, Hydraulic Support Office, and the SCDOT District Office to obtain approval of the recommended plan before implementation.

### **2.3 FEMA and USGS**

- 2.3.1 This project falls within FEMA Flood Insurance Rate Maps (FIRM) 45045C0407E that is defined with base flood elevations and a defined floodway.
- 2.3.2 The Contractor shall coordinate with FEMA and the Greenville County Floodplain Administrator to request for floodplain management compliance. A CLOMR is anticipated.
- 2.3.3 Currently, there is a USGS stage gage, Site Number 021603273, flood warning signs, and camera located at this site. The Contractor shall coordinate with the USGS, SCDOT District Construction Office, and the SCDOT Hydro Support Group in regards to maintaining and/or relocating these items during and after construction. Refer to Special Provision 107 for additional guidance on coordination.

### **2.4 Sediment and Erosion Control and Water Quality**

- 2.4.1 Determine the classification of the receiving water bodies and note downstream impairments.
- 2.4.2 Develop a plan to meet the requirements of SCDOT's Construction Permit SCR160000 for erosion and sedimentation control during construction for the entire project length.

- 2.4.3 Provide additional water quality treatment when outfalls discharge to 303(d) listed, TMDL, and other sensitive waters. Exhaust all options prior to implementing structural controls.

**2.5 NPDES Permitting**

- 2.5.1 The Contractor shall prepare the NPDES permit package, which is to include the Stormwater Prevention Plan (SWPPP) checklist found in Attachment B/Hydrology, and perform the coordination with SCDHEC to obtain the permit. The coordination process shall include the SCDOT Stormwater Manager. The SCDOT reviews, signs and submits the package to SCDHEC. The Project Information Hydrology folder includes a link to SCDHEC’s document that summarizes average permitting times.

# **EXHIBIT 4f**

## **GEOTECHNICAL DESIGN CRITERIA**

## 1.0 GENERAL

All subsurface exploration, geotechnical design, and construction for the Project shall be carried out in accordance with SCDOT Geotechnical Design Manual (GDM), 2019, Version 2.0 and the design criteria herein.

## 2.0 CRITERIA

The Geotechnical Base Line Report (GBLR) is provided in the Project Information Package for geotechnical information. Subsurface investigation field testing data files have also been provided electronically in the Project Information Package.

All geotechnical testing shall comply with the requirements of the SCDOT GDM. Geotechnical design shall comply with the requirements stated below and the Special Provisions listed in Exhibit 5. Geotechnical information provided in the Appendix of the GBLR (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 GBLR, 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. If the requirements of the GDM are not met, then the Contractor shall provide additional geotechnical investigation to meet the geotechnical requirements for this specific project.

Where required by design and construction, all temporary and permanent shoring submittals shall be reviewed and approved by the Lead Design Engineer and Geotechnical Engineer of Record (GEOR) for the Project prior to submitting to SCDOT's Resident Construction Engineer (RCE).

### 2.1 Bridge

Design the proposed bridge structures in accordance with the GDM.

The Contractor shall be responsible for the load testing of all foundations used on this project if 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 EOR and GEOR shall review and approve, in writing, all load test reports prior to submitting the reports to SCDOT's RCE or Construction Engineering and Inspection (CE&I) team as designated for review and acceptance or comment. Comments made by SCDOT shall be reviewed and rectified by the Contractor's EOR and GEOR prior to the results of the load testing being used in design.

2.1.1 Driven Piles

The Contractor shall provide a Pile Installation Plan (PIP) that shall include the pile index testing program in addition to the requirements of the Standard Specifications. 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. The GEOR and EOR shall provide a QC review of the Contractor’s PIP prior to submitting to SCDOT’s RCE or CE&I team as designated for QA review. After performing QA review, SCDOT’s RCE will submit the PIP to the SCDOT Bridge Construction Engineer (BCE) for final acceptance.

If Pile Driving Analyzer (PDA) testing is required for driven piles by the GEOR’s 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 GEOR shall review the PDA testing data and reports and develop driving criteria for the production piles. Following installation of the production piles, the GEOR shall perform a QC review of all production pile driving logs, PDA testing reports, and RFC plans to verify that all criteria have been met. If all criteria have not been met, the Design-Build Team shall perform additional work as necessary to ensure all criteria have been met. The EOR shall submit an As-Installed Driven Pile Foundation Package for each structural element supported on driven pile foundations that includes all PDA testing reports and production pile driving logs with a certification statement that all criteria have been met.

The As-Installed Driven Pile Foundation Package shall be submitted to SCDOT’s RCE or CE&I team as designated for QA review. After performing QA review, SCDOT’s RCE will submit the As-Installed Driven Pile Foundation Package to the SCDOT BCE for final acceptance. As-Installed Driven Pile Foundation Packages submitted with any deficiencies in criteria that have not been specifically addressed will be rejected. This process shall also be followed when PDA testing is not required by the GEOR’s design.

**2.2 Roadway**

Design all new roadway structures required for the Project in accordance with the GDM. 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.

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.

**2.3 Seismic**

Seismic design of the bridge structures, roadway structures, and bridge embankments shall be required in accordance with the SCDOT Geotechnical Design Manual and SCDOT Seismic Design Specifications for Highway Bridges.

Three-Point Acceleration Design Response Spectrum (ADRS) curves have been generated for the Project and are provided below.

Design EQ	PGA	S <sub>DS</sub>	S <sub>D1</sub>
FEE	0.18	0.41	0.07
SEE	0.25	0.57	0.19

The range of natural period of the soil column on the project has been calculated for the project site and is provided in the ADRS curve. The Structural Engineer or Record (SEOR) shall calculate the fundamental period range of interest of each seismically designed structure and compare the earthquake period, soil column period, and structure period. If these three fundamental periods coincide, the SEOR shall demonstrate that structural design has accounted for this greatest potential of damage as referenced in LRFD Seismic Analysis and Design of Transportation Geotechnical Features and Structural Foundations, FHWA-NHI-11-032, GEC No. 3.

# EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

## 3-Point Acceleration Design Response Spectrum

SCDOT v3.0 - 04/02/2019

Project ID: 0	Latitude: 34.8558
Route: I-85	County: 23 - Greenville
Project: I-85 over Rocky Creek	Longitude: 82.2683

Designer: M. Cuellar - Support
Date: 5/8/2019

Design EQ	PGA	S <sub>DS</sub>	S <sub>D1</sub>	M <sub>W</sub>	R	PGV	D <sub>25-95</sub>	T' <sub>o</sub>
	g	g	g	-	km	inches/sec	sec	sec
FEE	0.18	0.41	0.07	7.18	254.37	2.75	56.37	0.03
SEE	0.25	0.57	0.19	5.65	99.13	7.22	21.34	0.07

Damping: 5%	Geologic Condition: Geologically Realistic (Q = 100)*
	SCCP
ADRS Location within Soil Column:	At Ground Surface

South Carolina Coastal Plain

Fundamental Period of Structure, T <sub>0</sub> '	Range of Interest'		V <sub>s,H</sub>	H	T <sub>NH</sub>	
	sec	sec			sec	sec
0.00	0.00	0.00	526.31	32.90	(4'H)/V <sub>s,H</sub>	(6'H)/V <sub>s,H</sub>
0.00	0.00	0.00			0.23	0.38

H = B-C Boundary

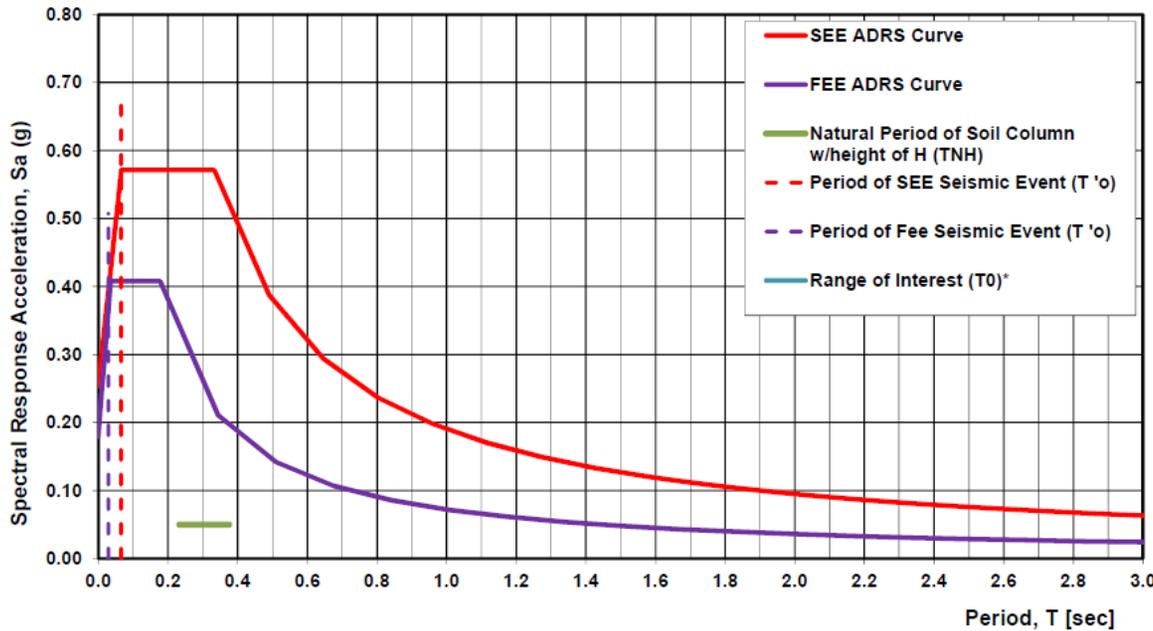
### FEE Data

### SEE Data

T	S <sub>a</sub>
0.00	0.180
0.01	0.218
0.01	0.256
0.02	0.294
0.02	0.332
0.03	0.370
0.04	0.408
0.05	0.408
0.06	0.408
0.07	0.408
0.08	0.408
0.09	0.408
0.11	0.408
0.12	0.408
0.13	0.408
0.14	0.408
0.15	0.408
0.17	0.408
0.18	0.408
0.34	0.211
0.51	0.142
0.68	0.107
0.84	0.086
1.01	0.072
1.17	0.062
1.34	0.054
1.51	0.048
1.67	0.043
1.84	0.039
2.00	0.036
2.17	0.033
2.34	0.031
2.50	0.029
2.67	0.027
2.83	0.026
3.00	0.024

T	S <sub>a</sub>
0.00	0.255
0.01	0.307
0.02	0.360
0.03	0.413
0.04	0.466
0.06	0.518
0.07	0.571
0.09	0.571
0.11	0.571
0.13	0.571
0.16	0.571
0.18	0.571
0.20	0.571
0.22	0.571
0.24	0.571
0.27	0.571
0.29	0.571
0.31	0.571
0.33	0.571
0.49	0.388
0.65	0.294
0.80	0.237
0.96	0.198
1.12	0.170
1.27	0.149
1.43	0.133
1.59	0.120
1.74	0.109
1.90	0.100
2.06	0.092
2.22	0.086
2.37	0.080
2.53	0.075
2.69	0.071
2.84	0.067
3.00	0.063

### SC Seismic ADRS Curve



# **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.
- 5) The Contractor shall provide an Environmental Compliance Plan for the Project. The plan shall be submitted to South Carolina Department of Transportation (SCDOT; "The Department") for review and approval prior to any construction activity. The plan shall identify all specific measures that the Contractor will implement to assure compliance with all federal, state and local laws and regulations including, but not limited to, environmental documents, permits, and environmental commitments. The plan shall also designate specific personnel that are charged with carrying out monitoring and compliance activities included in the Environmental Compliance Plan.
- 6) Contractor responsible for providing a summary report documenting how all commitments that fall within his responsibility have been satisfied.

## **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 I-85/385 Over Rocky Creek Re-Evaluation Approved 4-3-2019**

- 1) The final drainage system will be designed to accommodate the volume of stormwater associated with the preferred alternative. Stormwater control measures, both during construction and post-construction, are required for SCDOT projects 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 MS4 Permit (p. 65).

*Contractor's Responsibility*

- 2) To minimize impacts to water quality, the contractor will be required to minimize potential impacts through implementation of construction best management practices, reflecting policies contained in 23 CFR 650 B and SCDOT's Supplemental Specifications on Seeding and Erosion Control Measures (January 12, 2009) (p. 66).

*Contractor's Responsibility*

- 3) The determination of areas that warrant Phase II Assessment will be conducted upon final right-of-way acquisitions. Any Phase II Assessment will be site specific, based on hydrogeologic conditions, distance from specific environmental concerns, and other relative factors. If avoidance of the contamination area is not a viable alternative, tanks and other hazardous materials would be tested and removed and/or treated in accordance with the U.S. Environmental Protection Agency (USEPA) and SCDHEC requirements (p. 90).

*Contractor's Responsibility*

- 4) The Department, and/or the Design-Build Construction Team will acquire all new right-of-way and process these relocations in compliance with the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970, as amended (42 U.S. C. 4601 et seq.) (p. 92).

*SCDOT/Contractor's Responsibility*

- 5) 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

*SCDOT/ Contractor's Responsibility*

- 6) A modification to the previously approved 404 Individual Permit (SAC# 2012-00588) will be required for the proposed project. The Contractor, with oversight from SCDOT, will be responsible for preparing the permit modification request, and SCDOT will be responsible for submitting the permit modification request to USACE. In addition, mitigation will be required for impacts to waters of the U.S. The Contractor, in coordination with the SCDOT, will be responsible for obtaining suitable mitigation for the project in consultation with the USACE and other resource/regulatory agencies.

*SCDOT/ Contractor's Responsibility—The SCDOT has secured 1,952 stream credits from the Sandy Fork Mitigation Bank for unavoidable impacts to Rocky Creek based on conceptual designs. These credits are available to the CONTRACTOR for use. The CONTRACTOR is responsible for securing appropriate mitigation over what is being provided.*

- 7) It is anticipated that a Conditional Letter of Map Revision (CLOMR) would be necessary for impacts to the floodplain associated with Rocky Creek. The contractor would be responsible for coordinating with any required FEMA and local floodplain officials in the preparation of the CLOMR. The selected contractor will send a set of final plans and request for floodplain management compliance determination to the local County Floodplain Administrator.

*SCDOT/ Contractor's Responsibility*

- 8) 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.

*SCDOT/ Contractor's Responsibility*

# **EXHIBIT 4z**

## **PROJECT DESIGN DELIVERABLES**

**1.0 GENERAL**

This exhibit describes the makeup of submittal packages used for Design Review and permanent record retention by SCDOT. All submittals shall be in accordance with Departmental guides, including but not limited to, the Road Design Reference Material for Consultant Prepared Plans, as amended herein, and shall include all checklists, indexes and electronic files in the specified format and folder structure.

**2.0 SUBMITTAL PACKAGES**

SUBMITTAL PACKAGE CONTENTS	HARD COPIES
<b>Preliminary Submittal Packages</b>	
Preliminary Road Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• Preliminary Road Plans</li> </ul>	1HS
<ul style="list-style-type: none"> <li>• Conceptual Work Zone Traffic Control Plans*</li> </ul>	
<ul style="list-style-type: none"> <li>• Conceptual ITS Design Plans*</li> </ul>	
<ul style="list-style-type: none"> <li>• Preliminary Roadway Drainage Design Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Preliminary Road Geotech Report</li> </ul>	
Preliminary Bridge Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• Preliminary Bridge Plans</li> </ul>	1 HS
<ul style="list-style-type: none"> <li>• Preliminary Bridge Hydraulic Design Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Preliminary Bridge Geotech Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Preliminary Seismic Design Summary Report</li> </ul>	
<b>Right-of-Way Submittal Packages</b>	
Right of Way Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• Right-of-Way Plans</li> </ul>	
<ul style="list-style-type: none"> <li>• Conceptual Work Zone Traffic Control Plans*</li> </ul>	
<ul style="list-style-type: none"> <li>• Conceptual ITS Design Plans*</li> </ul>	

EXHIBIT 4z – PROJECT DESIGN DELIVERABLES

<ul style="list-style-type: none"> <li>• Right-of-Way Hydraulic Reports</li> </ul>	
<b>Final Submittal Packages</b>	
Final Road Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• Final Roadway Plans</li> </ul>	1 HS
<ul style="list-style-type: none"> <li>• Work Zone Traffic Control Plans</li> </ul>	
<ul style="list-style-type: none"> <li>• Final ITS Design Plans</li> </ul>	
<ul style="list-style-type: none"> <li>• Final Roadway Drainage Design Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Final Road Geotech Reports</li> </ul>	
Final Bridge Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• Final Bridge Plans</li> </ul>	1HS
<ul style="list-style-type: none"> <li>• Final Bridge Hydraulic Design Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Final Bridge Geotech Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Final Seismic Design Summary Report</li> </ul>	
<ul style="list-style-type: none"> <li>• Bridge Load Rating Documentation (Unsigned)</li> </ul>	
<b>RFC Submittal Packages</b>	
RFC Road Submittal Packages shall include:	
<ul style="list-style-type: none"> <li>• RFC Roadway Plans</li> </ul>	1 FS
<ul style="list-style-type: none"> <li>• RFC Work Zone Traffic Control Plans</li> </ul>	
<ul style="list-style-type: none"> <li>• RFC ITS Design Plans</li> </ul>	
<ul style="list-style-type: none"> <li>• RFC Road Geotech Reports</li> </ul>	
<ul style="list-style-type: none"> <li>• RFC Design Calculations</li> </ul>	
RFC Bridge Submittal Packages shall include:	

• RFC Bridge Plans	1 FS
• RFC Bridge Hydraulic Design Report	
• RFC Bridge Geotech Report	
• RFC Seismic Design Summary Report	
• RFC Design Calculations	
• Bridge Load Rating Documentation (Signed)	
<b>Construction Submittals (including, but not limited to)**</b>	
• Traffic Management Plan	
• Foundation Installation Plan Submittals	
• Foundation Testing Submittals	
• Hazardous Materials Testing Submittals	
• Shop Plans	
• Working Drawings	
• NPDES Submittals	
• Revised Permit Drawings	
• As-Built Plans	
• As-Built ITS Design 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 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)

#### **3.2.3 Conceptual ITS Design Plans**

- The Contractor shall develop and furnish conceptual design plans as indicated in Exhibit 5\*

### **3.2.4 Preliminary Bridge Plans**

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

### **3.2.5 Preliminary Hydraulic 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
  - Address permitting requirements
  - Field Investigation and Pipe Inspection 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, Sediment Transport Analysis, and the NEPA Bridge Replacement Scoping Trip Risk Assessment Forms (for each applicable location)
  - Modeling files
  - Address permitting requirements (for each applicable location)
- NPDES permitting-if permitting is going to be phased, address how submittals will be phased and anticipated submission schedules.

### **3.2.6 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

### **3.2.7 Preliminary Seismic Design Summary Report**

- See Requirements for Seismic Design Summary Reports in Attachment B.

## **3.3 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
- 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 Conceptual ITS Design Plans**

- The Contractor shall develop and furnish conceptual design plans as indicated in Exhibit 5\*

### **3.3.4 Right-of-Way Hydraulic 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 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
  - Detention designs and supporting documentation
- NPDES package shall be provided for review in preparation for submittal to SCDHEC/OCRM.

### 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 design (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 design
  - proposed barrier locations
  - permanent signing plans
  - permanent pavement markings plans
  - traffic signal plans
- Electronic files submittals: Information herein is an abbreviated list of electronic deliverables taken from the Road Design Reference Material for Consultant Prepared Plans. Submit Checklists, Indexes and files in accordance with the format and attachments specified in the document.
  - CADD electronic files index with the detailed descriptions of the contents of each file must be provided in a “readme” file. The index should also include detailed descriptions and names of horizontal and vertical alignments and profiles utilized by the GEOPAK software on the project. A copy of the file folder structure is shown in Road Design Reference Material for Consultant Prepared Plans.
  - All surveyed mapping, control points, benchmarks, GPS setup, 2D or 3D contours, spot points, survey notes, DTM, breaklines, TIN files, aerial photos and all other CADD files and data used in developing surveys for the project. Also, the survey points should be provided in ASCII file format (Point number, N, E, Z, and Descriptions). Contact information for the survey company should be provided. All electronic survey files are to be placed in a separate folder.
  - All MicroStation files including all files that would supplement the ability to view files correctly such as reference files and cell libraries.

- All .gpk files and any other Geopak files, such as input and criteria files that are needed to facilitate the review of plans should be submitted.
- If other Civil Engineering software packages were utilized for project development then all binary or ASCII files that are software dependent for that package shall be submitted
- All electronic files that pertain to the construction stake out. Files will be in SMI format and will include all horizontal controls, vertical controls and templates. SMI data will be provided in a separate folder.
- Copies of all hand written or electronic calculations or notes (non-CADD) that will facilitate verification and review of the plans.
- On each printed sheet in the plans, the electronic folder name, filename, and date must be shown.
- Provide plot setting to include levels used, symbology, line weights and pen tables in order to reproduce all plans sheets
- All roadway structures' design criteria with calculations will be provided in a separate folder.
- Pavement Design will be provided in a separate folder with soil support data, traffic volumes, and ESAL's
- Electronic files for specifications and special provisions in Adobe PDF or Microsoft Word format
- Approved Design Exceptions to AASHTO and/or SCDOT design standards developed during design

### **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.
- Electronic files submittals:
  - All MicroStation files including all files that would supplement the ability to view files correctly such as reference files and cell libraries.
  - Copies of all hand written or electronic calculations or notes (non-CADD) that will facilitate verification and review of the plans.
  - Electronic files for specifications and special provisions in Adobe PDF or Microsoft Word format
- Approved Design Exceptions to AASHTO and/or SCDOT design standards developed during design

**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

**3.4.4 Final ITS Design Plans**

- The Contractor shall develop and furnish ITS design plans as indicated in Exhibit 5\*

**3.4.5 Final Hydraulic Report**

- Final Roadway Drainage Design Reports shall include, but not be limited to, the following:
  - Updates to the Right-of-Way hydraulic drainage designs
- 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 and the Sediment Transport Analysis
  - Final Modeling files
  - Scour Study- additionally plot the 100- and 500-year lines on the bridge triple profile sheet (for each applicable location)
  - Address CLOMR and/or “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
- Complete NPDES package

**3.4.6 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

**3.4.7 Final Seismic Design Summary Report**

- See Requirements for Seismic Design Summary Reports in Attachment B.

### **3.4.8 Bridge Load Rating Documentation**

- See Requirements for Bridge Load Rating in Exhibit 4b, Section 3.

### **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 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.

### **3.8 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.

### **3.9 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.

### **3.10 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.

### **3.11 Shop Plans**

- Submit shop plans, as defined by the Standard Specifications for Highway Construction, to the Contractor's designer for review and approval. Route all approved shop plans to SCDOT for review and distribution. Provide shop plan submittals that meet the criteria of Subsection 725.1.1 of the Standard Specifications for Highway Construction. After reviewing the plans, SCDOT will either distribute the plans or provide comments. If comments are provided, the Contractor's designer shall review the comments prior to resubmitting to the SCDOT for further review. The Contractor's designer shall stamp the shop plans "approved" prior to submittal to SCDOT. SCDOT will stamp and distribute the plans. Do not commence fabrication and construction/erection until after SCDOT distributes the plans. The responsible engineer, registered as a Professional Engineer in the State of South Carolina, shall seal, sign, and date all design calculations and shop plans.

### **3.12 Working Drawings**

- Submit working drawings and design calculations, as defined by the Standard Specifications for Highway Construction, to the Contractor's designer for review and approval. Route all approved working drawings and design calculations to the SCDOT for review and distribution. Provide working drawings and design calculation submittals that meet the criteria of

Subsection 725.1.2 of the Standard Specifications for Highway Construction. SCDOT will review the drawings and calculations and either provide acceptance of the drawings as prepared or provide comments. If comments are provided, the Contractor’s designer shall review the comments prior to resubmittal to SCDOT for further review. The Contractor’s designer shall stamp the working drawings and design calculations “approved” prior to submittal to SCDOT. SCDOT will stamp and distribute the drawings and calculations. Do not commence construction/erection until after SCDOT distributes the drawings and calculations. 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 will review the working drawings and design calculations only to verify that the specifications have been addressed.

### **3.13 NPDES Submittals**

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

### **3.14 Revised Permit Drawings**

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

### **3.15 As-Built Plans**

- Provide a copy of the as-built plans in accordance with the Manual of Instruction for the Preparation of As-built Plans.
- Provide a final copy of all electronic data as noted in section 3.4.1 and 3.4.2 which captures all changes to electronic data since the final plans submittal.
- 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.
- The CONTRACTOR shall provide as-built plans to include: directional bore logs, conduit offsets every 500’, GPS data of device locations, all service and pull boxes, power metering points, mid span and reel end splices (three complete sets). An electronic copy of all GPS data will be turned in at the same time as the as-built plans. Allocation drawing and Fiber Trak data entry will be furnished by the Department as part of the integration.
- Provide As-Built “red-lined” signal plans to the District Signal Shop after the signal work is completed.
- Provide as-built load rating(s), updated as needed, with as-built plans if there have been any changes to the bridge(s) that affect the load rating. If no changes are made that affect the load rating(s), provide a certification signed by the engineer of record stating the original load rating(s) remain accurate for the bridge(s).

**3.16 As-Built ITS Plans**

- The CONTRACTOR shall provide as-built plans to include: directional bore logs, conduit offsets every 500', GPS data of device locations, all service and pull boxes, power metering points, mid span and reel end splices (three complete sets). An electronic copy of all GPS data will be turned in at the same time as the as-built plans. Allocation drawing and Fiber Trak data entry will be furnished by the Department as part of the integration.

## **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](http://www.scdot.org/doing/sd_Disclaimer.aspx). All drawings that are updated are labeled with their effective letting date in red.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system (prior to 2007) are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers. "Old sheet numbers" are also visible on the website when using the full set of drawings "current" search and are sortable by clicking the header over the appropriate column 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.

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.

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.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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, 4<sup>th</sup> 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.

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.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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 105: CROSS SLOPE VERIFICATION:**

**A. DESCRIPTION**

The cross slopes of the roadway are to be constructed as described in the RFP and within the tolerances listed in this specification. It is the responsibility of the Contractor to ensure that the roadway cross slopes meet the requirements of the RFP and this specification.

**B. CALCULATING CROSS SLOPE**

The cross slope of a travel lane in the cross section view is the ratio or percent based on the change in horizontal compared to the change in vertical. Cross slope is calculated by subtracting the difference in elevation between the two edges of the travel lane and dividing this difference by the lane width. For example, a typical 48:1 Normal Crown (NC) pavement cross slope is calculated as -0.0208 ft/ft or -2.08% for a 12 foot lane.

**C. ACCEPTABLE TOLERANCES OF CROSS SLOPES:**

**Tolerance Level 1** for cross slopes shall be  $\pm 0.00174$  ft/ft of the design cross slopes.

**Tolerance Level 2** for cross slopes shall be  $\pm 0.00348$  ft/ft of the design cross slopes.

**D. FINAL PAVEMENT CROSS SLOPE VERIFICATION:**

Verify cross slopes along all interstate mainline lanes.

Calculate the pavement cross slopes after placing the final surface (prior to OGFC if specified). Verify that the correct cross slopes have been obtained. Elevation data is to be collected at the edge of each travel lane perpendicular to the roadway centerline at the following locations:

1. Even 100-foot stations in tangent sections and even 50-foot stations in curves
2. Begin and end of superelevation, flat cross slopes within superelevation transition, remove crown, begin and end of maximum superelevation, PC's, and PT's
3. Cross slopes on begin and end of bridges

Submit to the RCE a summary of the final pavement measurements. The data submitted for review shall include the following information for each travel lane:

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

Station	LETL Elevation	RETL Elevation	Lane Width	Calculated X-slope	Plan X- slope	Deviation	Tolerance Level
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1. Station
2. Left Edge of Travel Lane Elevation (LETL) in ft
3. Right Edge of Travel Lane Elevation (RETL) in ft
4. Lane width in ft
5. Calculated cross slope in ft/ft
6. Plan cross slope in ft/ft
7. Deviation between calculated cross slope and plan cross slope
8. Tolerance Level (1, 2, or Out of tolerance)

Areas outside of **Tolerance Level 1 and within Tolerance Level 2** will be subject to review by the RCE and the DCE. The DCE will either require corrective measures at the Contractor's expense, or will provide a memo of acceptance with a pay reduction.

Areas outside of **Tolerance Level 2** will be subject to review by the DCE and the Director of Construction. The Director of Construction will either require corrective measures at the Contractor's expense, or will provide a memo of acceptance with a pay reduction.

**E. PERFORMANCE ADJUSTMENTS:**

For Final Pavement Measurements within **Tolerance Level 1**, no pay adjustment will be made.

For Final Pavement Measurements outside of **Tolerance Level 1**, the DCE will either require corrective measures at the Contractor's expense, or will provide a memo of acceptance with a pay reduction of \$200/100' for each travel lane over the length of the section. The section length(s) will be determined as follows:

The beginning of each section will be halfway between the first point outside Tolerance Level 1 and the previous (adjacent) point within full compliance. The end of each section will be halfway between the last point outside Tolerance Level 1 and the adjacent point which is within full compliance. The minimum section length will be 100 feet. This amount will be deducted from monies due for pavement mixes.

For Final Pavement Measurements outside of **Tolerance Level 2**, the DOC will either require corrective measures at the Contractor's expense, or will provide a memo of acceptance with a pay reduction of \$300/100' for each travel lane over the length of the section. (This pay reduction will be in addition to the \$200 pay reduction for being outside of Tolerance Level 1.) The section length(s) will be determined as follows:

The beginning of each section will be halfway between the first point outside Tolerance Level 2 and the previous (adjacent) point within Tolerance Level 2. The end of each section will be halfway between the last point outside Tolerance Level 2 and the adjacent point which is within Tolerance Level 2. The minimum section length will be 100 feet. This amount will be deducted from monies due for HMA mixes.

**F. AS-BUILT PLAN SHEETS AND ELECTRONIC DELIVERABLES**

After any Performance Adjustments have been settled, provide final pavement cross sections on full size (22" x 36") plans sheets and submit to the RCE for inclusion in the as- built plans. Include the final disposition of cross slopes outside of the specified tolerances (i.e. corrected survey data, memo of acceptance from DOC, etc).

The as-built construction plans should include the following:

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

1. Control points, horizontal alignment, and stationing used to construct the project
2. Superelevation with horizontal curve data
3. Cross sections as defined in the Final Pavement Cross Slope Verification section
4. Corresponding electronic files on CD-ROM or DVD to include all files used to develop the survey for the project, all files used to verify the cross slopes for the project, superelevation calculations, and any MicroStation CADD files that pertain to the cross sections

### (7) SECTION 105: BRIDGE INSPECTION ACCESS

#### A. DESCRIPTION:

The contractor shall cooperate with and allow SCDOT personnel or their designee's access to all existing bridges within the project limits to perform periodic bridge condition evaluations. The purpose is to ensure that SCDOT complies with NBIS (National Bridge Inspection Standards) requirements. These evaluations may include routine, underwater, fracture critical, or special inspections. The Department shall give two weeks' notice to the Contractor of planned inspections. The Contractor shall schedule construction activities to allow unimpeded access to such bridges during NBIS Inspections.

The contractor shall notify the RCE four weeks prior to opening any new, widened, stage constructed or rehabilitated bridge to traffic to allow an initial bridge condition evaluation. The contractor shall perform all repairs necessary to correct deficiencies noted in the condition evaluation report. Bridges, to include temporary bridges, should not be opened to traffic prior to completion of the NBIS Inspection.

### (8) 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 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."

### (9) 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."

### (10) SECTION 106: PLANT/FABRICATOR INSPECTION:

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.”

### **(11) 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.

### **(12) 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 accordance with SC-M-810 (latest version) which can be found at [http://www.scdot.org/doing/road\\_SupTechSpec.aspx](http://www.scdot.org/doing/road_SupTechSpec.aspx).

### **(13) 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.

### **(14) 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.

**(15) SECTION 107: CARGO PREFERENCE ACT REQUIREMENTS:**

A. Use of United States-flag vessels – General Provisions:

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

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

B. Use of United States-flag vessels - The contractor agrees:

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

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

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

**(16) 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).

**(17) 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

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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.

**(18) 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:

- 5. 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.
- 6. 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.
- 7. A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul excavated materials away from a Davis-Bacon covered project.
- 8. A contractor or Subcontractor rents or leases equipment with an operator to perform work as called for under a Davis-Bacon construction contract.
- 9. A common carrier is used for the transportation of materials from an exclusive material supply facility to fulfill the specific need of a construction contract.

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

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.

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

March 1, 2010

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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- 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.

**(20) 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 committals for a design build project. The DBE goal on this project is 12 percent of the contract price.

**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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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
    - 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 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.

**(21) 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.

**(22) SECTION 107: SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES TRAINING SPECIAL PROVISIONS:**

August 20, 1975

Revised April 1, 2004

This Training Special Provision supersedes Subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities", (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

THE NUMBER OF TRAINEES TO BE TRAINED UNDER THE SPECIAL PROVISION WILL BE.

Bridge – 3 (at 1040 hours each).

In the event that a Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State Highway Agency for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women (trainees)) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State Highway Agency and the Federal Highway Administration. The State Highway Agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some off-site training is permissible as long

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the cost for the training will be included in the contract price. There will be no reimbursement given by SCDOT for the hours of training that are provided on this project. However, a “Statement of Completed Training” will be required at the end of the project. The fact that the cost of the training must be included in the contract does not prohibit the contractor from receiving training program funds from other sources, if he so desires. Training hours may be counted if training is done off-site where the contractor does one or more of the following and the trainees are concurrently employed on a Federal Aid project: contributes to the cost of the training, provides the instruction to the trainee, or pays the trainee’s wages during the off-site training period.

The training requirement will not be considered completed by the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman’s rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision, as required under the SCDOT approved training program.

Meeting the On-the-job Training Requirements or Making Good Faith Efforts to Meet the On-the-job Training Requirements. It is the Contractor’s responsibility to meet the On-the-job Training Requirements stated in this section. Failure to meet the requirement or demonstrate good faith efforts, as determined by SCDOT, to meet the requirement may result in any one or more of the following sanctions:

- A. Withholding monthly progress payments;
- B. Declaring the Contractor in default pursuant to Section 108.10 of the Standard Specifications and terminating the contract;
- C. Disqualifying the Contractor from bidding pursuant to Regulation 63-306, Volume 25A, of the S. C. Code of Laws; and/or
- D. Requiring the Contractor to obtain On-the-job Training participation on future contracts to the extent the Contractor failed to meet or use good faith efforts to meet the On-the-job training contract requirement.

### **(23) 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 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

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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**

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

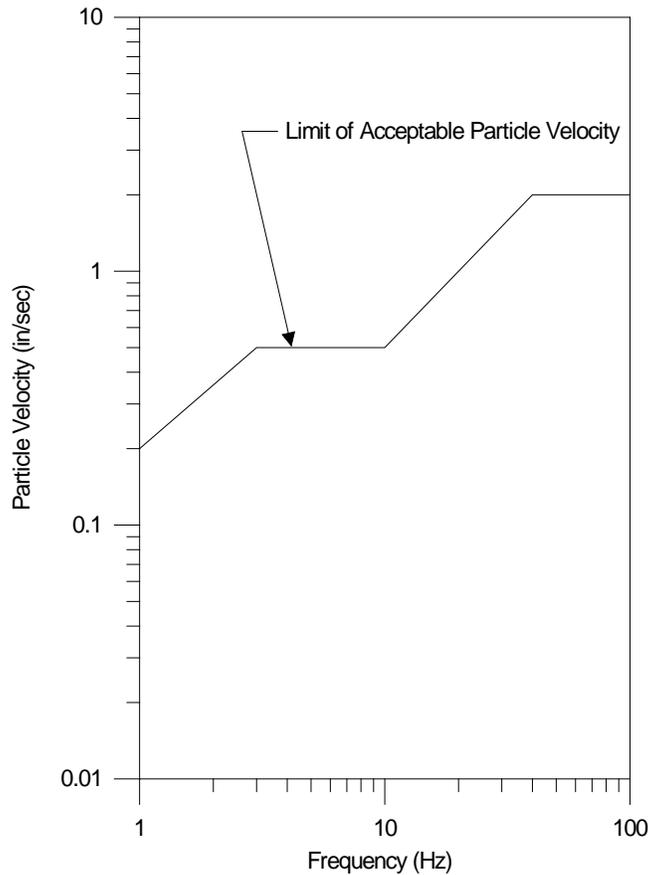


Figure 1 - Vibration Criteria (adapted from AASHTO R8-96)

**(24) SECTION 107: COORDINATION OF USGS EQUIPMENT RELOCATION WITHIN HIGHWAY CONSTRUCTION:**

For projects requiring United States Geological Survey (USGS) equipment to be installed, removed, or relocated, coordination between the Contractor, the Department, and the USGS will be required.

Coordinate the schedule for the installation, removal, or relocation of any USGS equipment. Notify the RCE within 48 hours prior to the beginning of work by the USGS. Provide traffic control for all USGS operations.

All work and equipment related to the removal, installation, or relocation of USGS equipment will be performed and provided by the USGS and will follow their standard practices and guidance from the SCDOT Bridge Maintenance Office and Hydraulic Design Support Office.

No direct payment will be made for coordination or work required for the relocation of USGS equipment. Include all associated cost in unit price for Traffic Control.

**(25) 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 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.

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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 construction, at a minimum, this contact 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.

### **(26) 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.

### **(27) SECTION 109: FUEL ADJUSTMENT INDEXES:**

No fuel adjustment will be made on this Project.

### **(28) 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:

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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SECTION 105: CROSS SLOPE VERIFICATION

SECTION 401: HOT MIX ASPHALT (HMA) QUALITY ASSURANCE

SECTION 401: HOT-MIX ASPHALT RIDEABILITY

SECTION 401: FULL DEPTH ASPHALT PAVEMENT PATCHING

SECTION 413: COLD CENTRAL PLANT RECYCLING MATERIALS

SECTION 501 ROLLER COMPACTED CONCRETE

SECTION 503: PORTLAND CEMENT CONCRETE PAVEMENT UNIT COST

SECTION 701: NON-CONFORMING CONCRETE

SECTION 806: REPAIR EXISTING CONTROL OF ACCESS FENCE

**(29) SECTION 202: REMOVAL OF EXISTING GUARDRAIL:**

Section 202.4.4.3 applies on this project.

**(30) 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**

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

### **(31) 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 or passing under the bridge. At a minimum, replace all tie rods after removal of any slab sections and maintain bracing on the existing piles at all times while traffic is on or passing under the bridge.

### **(32) 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.
- 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.

### **(33) 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.

**(34) 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.

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.

**(35) 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 RCE. 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 RCE 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 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.”

**(36) 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.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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)<sup>1,2</sup>

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 <sup>3</sup>	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, $\alpha$	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**

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 ( $F^*$ ,  $\alpha$ )

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

factors (RF) or pullout coefficients ( $F^*$ ,  $\alpha$ ), 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:

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

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 ( $F^*$ ,  $\alpha$ ):**

The Certification Package shall document the pullout coefficients ( $F^*$ ,  $\alpha$ ) 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,  $\alpha$ , 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  $\alpha$ , 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,  $\alpha$ .

**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 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.

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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 sheepfoot 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 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

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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

**(37) 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.

**(38) SECTION 401: ASPHALT BINDER ADJUSTMENT INDEX:**

The Liquid Asphalt Binder Adjustment Index Supplemental Specification dated March 3, 2009 applies to this project. For this project the Basic Bituminous Material Index will be determined on the first calendar day of the month in which cost proposals are due. The index and adjustment table will be available on the internet at [http://www.scdot.org/doing/constructionLetting\\_MonthlyIndex.aspx](http://www.scdot.org/doing/constructionLetting_MonthlyIndex.aspx), or may be obtained from the office of the Contracts' Administrator.

The following is hereby included in the table entitled "Items of Work Eligible for A.C. Binder Adjustments" in the supplemental specification.

PREVENTATIVE MAINTENANCE SURFACE TREATMENT	SY	0.0026
ASPH. SURF. TREAT. (TRIPLE T-1)	SY	0.0024

All items of work included in this project, that are listed in the table entitled "Items of Work Eligible for A.C. Binder Adjustments" below paragraph 4 of the supplemental specification will be subject to price adjustment.

The following Section of the Supplemental Specification is hereby modified:

Additional Provisions:

The Department will calculate and apply asphalt binder index adjustments to estimates based on index values set at the beginning of the estimate period.

Estimate period begins on the 1st of the month and ends on the last day of the month. The 1st of the month Index will be compared to the contract Base Index to determine index adjustments for the estimate period.

**(39) 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.

**(40) 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

**(41) 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.

**(42) SECTION 401: HOT-MIX ASPHALT RIDEABILITY:**

Reference is made to the Supplemental Technical Specification “Hot-Mix Asphalt Rideability.” For the purposes of applying this Supplemental Technical Specification, pay factor adjustments will be based on a unit price of \$75 per ton.

**(43) SECTION 401: FULL DEPTH ASPHALT PAVEMENT PATCHING:**

**A. DESCRIPTION:**

The Contractor shall patch existing asphalt pavement at locations directed by the Engineer. This work shall consist of the removal of deteriorated pavement and replacing with a six (6) inch full depth asphalt plant mix patch.

**B. CONSTRUCTION PROCESS:**

The deteriorated pavement shall be removed to the width and length indicated by the RCE, with the face of the cut being straight and vertical. The pavement shall be removed to a depth of six (6) inches as directed by the RCE. In the event unstable material is encountered at this point, then such additional material shall be removed as directed by the RCE.

The volume of material removed below the patch shall be backfilled with crushed stone and thoroughly compacted in 4-inch layers with vibratory compactors. Prior to placing the asphalt patch material in the hole, the sides of the existing asphalt pavement shall be thoroughly tacked. The patch material shall then be placed in layers not exceeding 3 inches with each layer being thoroughly compacted with a vibratory compactor and pneumatic roller. The patch material shall be an approved SCDOT Asphalt Concrete Binder Course Mix. Patches shall be opened and filled in the same day. Asphalt mixture shall not be applied when the existing surface is wet or frozen. The finished patch shall be smooth riding. The patches are to be no less than six feet by six feet in size and should be spaced at not less than 25 feet between patches.

The quantity of full depth asphalt pavement patching to be paid for will be the actual number of square yards of existing asphalt pavement which has been patched and accepted. The work includes cleaning, removing, and disposing of debris from the patching work, furnishing and placement of crushed stone and asphalt patching material, and all other materials, labor,

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of this item of work.

The Contractor’s bid shall include 300 square yards of (6) inch full depth asphalt pavement patching. If more than the estimated square yards of patching are required by SCDOT, the Contractor will be paid a unit price of \$40.00 per square yard. If less than the estimated square yards of patching are required by SCDOT, the Contractor shall reimburse SCDOT for the quantity of full depth patching that was not needed. Reimbursement will be paid to SCDOT at a unit price of \$40.00per square yard.

**(44) SECTION 403: WARM MIX ASPHALT – ASPHALT INTERMEDIATE COURSE TYPE B (SPECIAL):**

WMA Intermediate B Special will utilize the same specifications for Intermediate B with several exceptions:

- A. The mix must use WMA Technology using a chemical process on QPL # 77 to utilize maximum reduction in temperature to improve constructability in the field placement operations.
- B. The mix will require the exact same requirements as stated in SC-M-402 with exception of target air voids. The air voids will be targeted at 2.5-3.0% on the mix design to increase binder content and improve field compaction and fatigue resistance.
- C. The placement rate will also be different than conventional mix in order to make necessary repairs to the milled pavement sections during one lane closure sequence.
- D. In place density will be measured and accepted by using the gauge in lieu of taking roadway cores. A test strip will be required on the shoulder of the roadway to set up a roller pattern and establish target density. Ensure in place density is acceptable by taking 6 inch roadway cores at the end of the test strip to verify maximum compaction effort is obtained. All other mix acceptance testing will follow SC-M-400 using the same mixture acceptance criteria as the Intermediate Course Type B.

Item No.	Pay Item	Unit
4112320 X	WMA INTERMEDIATE COURSE TYPE B “SPECIAL”	TON

**(45) SECTION 413: COLD CENTRAL PLANT RECYCLED MATERIAL:**

**413.1 DESCRIPTION**

These special provisions cover the requirements for Cold Central Plant Recycling Material (CCPRM). Cold Central Plant Recycling (CCPR) is a process in which recycled asphalt concrete pavement is processed and stabilized using foamed asphalt or emulsified asphalt at a plant and then placed using conventional asphalt paving equipment. **CCPRM will not be used as a final riding surface.**

**413.2 MATERIALS**

**413.2.1 STABILIZING AGENT (EMULSIFIED OR FOAMED PG BINDER)**

Use stabilizing agents that are either asphalt emulsion or PG 64-22 binder (must be listed on SCDOT Qualified Product List 37 or 38). Use emulsified asphalts that conform to the requirements of AASHTO M 208, M 140, or M 316 that is formulated for CCPRM use. Use PG 64-22 that meets the requirements of section 401.2.1.1 of the Standard Specifications. Emulsified Asphalt, used as a stabilizing agent, is not permitted when placement occurs during night time hours and will be opened to traffic the next morning.

**413.2.2 WATER**

Use water for mixing that meets the requirements of Section 701.2.11 of the Standard Specifications.

**413.2.3 OTHER ADDITIVES (HYDRATED LIME OR PORTLAND CEMENT)**

Use, if necessary, additional additives that meet the requirements in **TABLE 4**. In the case where an additional additive is used, show type and dosage as described in the Job Mix Formula submitted to the Department.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

**413.2.3.1 HYDRATED LIME**

Use hydrated lime that conforms to the requirements of AASHTO M 303, Type 1 from suppliers listed on the most recent edition of SCDOT Qualified Product List 39.

**413.2.3.2 PORTLAND CEMENT**

Use Portland cement that conforms to the requirements of Subsection 701.2.1 with the allowable maximum alkali content ( $\text{Na}_2\text{O}+0.658\text{K}_2\text{O}$ ) increased to 1.0%.

**413.2.4 ASPHALT TACK COAT**

Use an asphalt tack coat material that meets the requirements of Subsection 401.4.18 of the Standard Specifications.

**413.2.5 ASPHALT FOG SEAL**

Use an asphalt emulsion fog seal material or PG 64-22 binder from Qualified Product Listing No. 37 / 38.

**413.2.6 FINE AGGREGATE**

Use a fine aggregate for the Grit application that conforms to FA 10 or FA 13 and from suppliers listed on the most recent edition of SCDOT Qualified Products List 1.

**413.2.9 CRUSHED RECLAIMED ASPHALT PAVEMENT (RAP) MATERIAL**

Additional RAP material (other than that reclaimed from the project) may be used and, if added, must meet the requirements of Section 401.2.2.6 of the Specifications and **TABLE 1**.

**TABLE 1 – ADDITIONAL CRUSHED RAP**

Tests	Method	Limit
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate	AASHTO T 112	0.2% maximum
Maximum Sieve Size, 1.5 inches (37mm)	AASHTO T 27	100% Passing

**413.2.10 ADDITIONAL AGGREGATE**

Add additional aggregate if deemed necessary so the results of the job mixture meet the gradation requirements in **TABLE 3**. If additional aggregate is needed ensure that it comes from materials listed on Qualified Product List 1 and/or 2 and also meet the requirements of **TABLE 2**.

**TABLE 2 – ADDITIONAL AGGREGATE**

Tests	Method	Limit
Los Angeles Abrasion Value	AASHTO T 96	55% maximum loss
Sand Equivalent	AASHTO T 176	45% minimum
Maximum Sieve Size, 1.5 inches (37mm)	AASHTO T 27	100% Passing
Water absorption	AASHTO T 85	3% maximum

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

**413.3 JOB MIX FORMULA**

Submit a job-mix formula (JMF) to the State Pavement Design Engineer for approval no less than 30 calendar days prior to the start of CCPRM operations. More than one JMF may be required to avoid any construction delays in case of materials changes. Ensure that the gradation of each JMF is within the bands shown in **TABLE 3**. Ensure that the contingency plan addresses actions to be taken if the gradation fails to meet these requirements. The RCE reserves the right to require appropriate measures be taken that may include stopping the work.

**TABLE 3 – JMF GRADATION RANGE**

Sieve Size	Gradation Band* (Percent Passing)	
	Lower	Upper
1.5"	-	100
¾", 3/8", No. 4, No. 8	Production targets set off of blended gradation	
No. 200	2	9

\*Values based on AASHTO T 27 using washed, pulverized materials, prior to stabilization. For CCPRM using Foamed Asphalt, cement can be used as a portion of the material passing the No. 200 sieve.

Ensure that the following items are included on the JMF:

1. Target field density (nearest 0.1 lbs / #/ft<sup>3</sup>)
2. Target percent (nearest 0.1%) of the stabilizing agents to be added to the recycled mix
3. Target percent (nearest 0.1%) by weight of water (at room temperature) required
4. Expansion ratio, half-life characteristics, and temperature of asphalt binder at the time of dosage into foaming chamber (for mixtures using foamed asphalt). Minimum curing time/set time for the emulsified asphalt and temperature of emulsified asphalt at the time of dosage into the mixture (for mixtures using emulsified asphalt)
5. Target gradation for sieve sizes 1.5", ¾", 3/8", No.4 and No. 200 (including any aggregate to be added).

Note: If a change in source materials is made during construction, create and submit new JMFs to the RCE and ensure that they are approved prior to use on the project.

**TABLE 4 – CCPRMJMF REQUIREMENTS**

Item	Test Method	Criteria	Fabrication / Conditioning Procedure
<i>Emulsified Asphalt Stabilized Materials</i>			

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

**TABLE 4 – CCPRMJMF REQUIREMENTS**

<b>Item</b>	<b>Test Method</b>	<b>Criteria</b>	<b>Fabrication / Conditioning Procedure</b>
1	Moisture Density Relations AASHTO T 180, Method D	Determined by Design; Used to Establish Target Field Density	—
2	Mixture Stability Test ASTM D 5581 (6 in. specimens) or 150mm specimens)  AASHTO T 245 (4 in. specimens)	2500 lbs. minimum (6 in. diameter specimen)  Or (150mm diameter )  1250 lbs. minimum (4 in. diameter specimen)	Produce three specimens at 75 blows per side (or 30 gyrations per AASHTO T 312) and cured at 140°F ±5°F to constant mass, hold specimens at 104°F ±5°F for 2 hours ±5 min. in a forced draft oven immediately prior to testing.
3	Retained Stability ASTM D5581 (6 in. specimens) or 150 mm specimens)  AASHTO T 245 (4 in. specimens)	Minimum 70% of results of item #2	Produce an additional three specimens and cure at 140°F ±5°F to constant mass. Vacuum saturate specimens to 55-65% moisture content, 77°F ±1.8°F water bath for 23 hours ±30 min and 104°F ±1.8°F water bath for an additional hour immediately prior to testing
4	Raveling Stability (ASTM D 7196)	Maximum 2%	Produce specimens using a gyratory compactor following AASHTO T 312 at 20 gyrations and cured at 50°F ±5°F for 4 hours ±5 min at 50% humidity.
5	Thermal Cracking (Indirect Tensile Test)  AASHTO T 322	The critical cracking temperature must be less than or equal to the pavement temperature given for the project climate area and pavement depth by LTPPBind <sup>1</sup> .	See Notes 1 through 7 below.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

**TABLE 4 – CCPRMJMF REQUIREMENTS**

Item	Test Method	Criteria	Fabrication / Conditioning Procedure
<b><i>Foamed Asphalt Stabilized Materials</i></b>			
1	Moisture Density Relations AASHTO T 180, Method D	Determined by Design; Used to Establish Target Field Density	----
2	Dry Indirect Tensile Strength  AASHTO T 283 Section 11	45 psi minimum	Produce three specimens using 75 blows per side (or 30 gyrations per AASHTO T 312) compacted at or below OMC and cured as follows: 4 inch diameter specimens, oven dry at 104°F ±5 °F for 72 hrs ± 30 min. and cool to ambient temperature for 24 hrs ± 30 min.; 6 inch or 150 mm diameter specimens, air dried for 24 hours ± 30min., then an additional 48 hours at 104°F ±5 °F in sealed plastic bag, cool to ambient temperature for 24 hrs ± 30 min.
3	Retained Indirect Tensile Strength  AASHTO T 283 Section 11	Minimum, 70% of the Dry ITS from Item 2	Produce an additional three specimens and cure according to Item 2, and then submerge in 77°F ± 1.8 °F water bath for 24 hours ± 30 min. prior to testing.
4	Expansion Ratio.  Wirtgen 2012 Cold Recycling Manual	10 times when Aggregate Temperature is 50°F to 77°F  8 times when Aggregate Temperature is greater than 77°F	-----

**TABLE 4 – CCPRMJMF REQUIREMENTS**

<b>Item</b>	<b>Test Method</b>	<b>Criteria</b>	<b>Fabrication / Conditioning Procedure</b>
5	Half-Life  Wirtgen 2012 Cold Recycling Manual	6 second minimum	----

**JMF Notes:**

1. Choose the specification temperature using current FHWA LTPPBind software, using the weather station closest to the project. Ensure that the required temperature is the coldest temperature at the top of the recycled layer, using 98% reliability.
2. Compact samples to 6 in(150mm) diameter and at least 4.52 inches (115mm) in height, compacted to within 1% of design air voids at the design stabilizing agent content. Cure compacted samples at 140 ± 5 °F no less than 48 hours ± 30 mins. Before testing, check sample mass every two hours ± 5 mins until change in mass between successive checks does not exceed 0.05%. After curing, saw-cut two specimens from each compacted sample to 2 in. in height. Perform bulk density testing after saw-cutting.
3. Prepare three specimens at each of the three testing temperatures.
4. Select two testing temperatures that bracket the specification temperature. For example, if the specification temperature is -13°F, then two of the selected testing temperatures will be -4°F and -22°F. A temperature of 14°F or -40°F would be used as the third testing temperature.
5. Perform the tensile strength test on each specimen directly after the tensile creep test (at the same temperature as the creep test).
6. The critical cracking temperature is defined as the temperature at the intersection of the thermal stress curve (derived from the creep data) and the tensile strength line (the line connecting the average tensile strengths at the three testing temperatures).
7. Ensure that the critical cracking temperature predicted by the Indirect Tensile Test is less than or equal to the pavement temperature given for the project climate area and pavement depth by LTPPBind.

**413.4 QUALITY CONTROL PLAN**

Prepare a Quality Control Plan to ensure that operational techniques and activities provide a homogeneous and finished material of acceptable quality meeting the requirements of this special provision. Conform the plan to show sampling and testing that will be performed to control the processes and ensure material compliance within the requirements of this special provision. Provide the Quality Control Plan and the JMF that is intended to be used to accomplish the work to the State Pavement Design Engineer for review and approval no less than 30 calendar days prior to the start of CCPRM operations.

For each CCPRM project, a project specific Quality Control Plan is required, and must include the following (minimum) information:

1. A description of the Quality Control organization, including the number of full-time equivalent employees or Sub-Contractors with specific Quality Control responsibilities and an organizational chart showing lines of authority and reporting responsibilities.
2. A listing by discipline with the name, qualifications, duties, responsibilities and authorities for all persons proposed to be responsible for construction Quality Control.

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

3. A Quality Control Sampling, Testing and Analysis Plan with methods that include a description of how random locations for testing and sampling are determined.
4. Identification and description (and accreditation status) of the laboratories to be used for each type of testing.
5. Specific list of documentation for Quality Control activities.
6. Procedures to meet contract requirements and corrective action when QC criteria are not met.
7. Procedures to protect stabilized material from receiving excessive moisture from weather events (i.e. rain, fog, etc.) and corrective actions when criteria are not met.
8. Contingency Plan including: inclement weather, equipment breakdowns, materials shortages, deficient density of installed CCPRM, material doesn't break or cure in timely manner, as established by the JMF, gradation is outside of tolerances, and production modifications based on changes in ambient and/or material temperature

### **413.5 PLANT EQUIPMENT**

#### **413.5.1 CCPRM PLANT**

Use a plant that is capable of homogeneously incorporating all stabilizing agent(s) and materials up to the sizes shown in **TABLE 3**. Ensure that the plant is capable of delivering the amount of additives to within +/- 0.2% of the required amount by weight of the pulverized asphalt material, except that a capability of adding up to 5% water by weight of the pulverized bituminous material is mandatory. Use automated systems to regulate the application of stabilizing agent(s) and water that adjust automatically to the mass of the material being processed. When using foamed asphalt, outfit the plant with a test or inspection nozzle at one end of the spray bar that can produce a representative sample. Use a plant that is capable of maintaining the temperature of the liquid asphalt at a minimum of 300°F. Ensure that the plant is equipped with the means for the operator to verify that the stabilizing agent(s) and water are being evenly distributed and that the correct dosage rates of each are being applied. Ensure that the plant has the ability to print out stabilizing agent(s) and water quantities used during production. Ensure that the equipment is operated in accordance with the manufacturer's recommendations.

#### **413.5.2 PLANT SCALES**

Use scales that are approved in accordance with the requirements of SC-M-401.

#### **413.5.3 TRUCKS, TRUCK SCALES AND AUTOMATIC PRINTER SYSTEM**

Use truck scales and an automatic printer system that meets the requirements of SC-M-401.

### **413.6 PLACEMENT OPERATIONS EQUIPMENT**

#### **413.6.1 ASPHALT PAVERS**

Use an asphalt paver that meets the requirements of Section 401.3.10 of the Standard Specifications. Place CCPRM at the specified depth set forth in the plans and ensure that the mix is spread uniformly without segregation.

#### **413.6.2 ROLLERS**

Use rollers that are self-propelled. Ensure that at least one pneumatic tire roller has a minimum gross operating weight of not less than 50,000 lbs. Ensure that at least one double steel-wheeled vibratory roller has a gross operating weight of not less than 24,000 lbs. and a width of 78 inches. Ensure that all rollers have properly working scrapers and water spraying systems.

### **413.7 CONSTRUCTION**

#### **413.7.1 WEATHER RESTRICTIONS**

Ensure that recycling operations are performed when both the ambient temperature and material to be processed (measured in the shade and away from artificial heat) is a minimum 50°F. Do not perform any work when the weather forecast calls for freezing temperatures within 48 hours after placement of CCPRM on any portion of the project.

**413.7.2 PLACING AND FINISHING**

**413.7.2.1 TRIAL TEST SECTION**

At least one week, but not more than 30 days prior to the start of production, construct a 1,000 foot long trial section, one-lane wide, at the designated thickness and designed optimal stabilizing agent(s) content provided in the approved JMF. Construct the trial section at a location approved by the RCE on the project using the same construction procedures and equipment intended for the entire project. Cease production after construction of the trial section until the trial section is evaluated and accepted by the RCE. The Trial Section will be considered a LOT and payment will follow the payment tables established in this special provision.

In the event the initial trial section fails to meet JMF on gradation, binder content, designated depth, and field density requirements, make necessary corrections and construct a second trial section on the project site. The RCE may require a Technical Representative present during mixing and placing operations for the second trial section. When a Technical Representative is required, they must remain present during mixing and placement of any additional trial sections until acceptance has been made by the RCE. Additionally, ensure that the Technical Representative is present for the next day of production to oversee the mixing and placing operation. If during the next production day, the materials meet the mixture and placement acceptance criteria, the Technical Representative will no longer be required on the project site. If additional trial sections beyond the first two are needed, construct the trial section at sites approved by the RCE.

Ensure that the Technical Representative meets the following criteria:

1. Have 2 years minimum experience with the CCPRM process
2. Have personally supervised a minimum of 5 successful CCPRM projects
3. Have personal experience in developing CCPRM mix designs
4. Have the experience to perform and supervise field process control testing
5. Submit a list of references, with current telephone numbers, of persons who are able to verify the experience required herein.

Consultants or manufacturer's representatives may be used to satisfy the technical representative requirements listed herein.

The initial trial section will be paid for at the contract unit price for CCPRM, to include price adjustments. If needed, the Department will pay for up to one additional trial section of CCPRM at the contract unit price, to include price adjustments. The Department will pay for a maximum of two trial sections at the contract unit price. If more than two trial sections are needed, the Contractor will bear all costs associated with producing and placing the material at a site approved by the RCE.

**413.7.2.2 MATERIAL TESTING – QUALITY CONTROL**

**413.7.2.2.1 GRADATION AND BINDER CONTENT**

CCPRM acceptance for gradation and binder content will be based on a mean of the results of each day's run - production. A lot will be considered to be acceptable for gradation if the mean of the test results obtained is within the tolerance allowed for the job-mix formula as specified in **TABLE 5**. If a lot does not conform to the acceptance requirements for gradation stop paving/production and take corrective measures to bring the gradation within tolerance of the approved JMF.

<b>TABLE 5</b>
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<b>Process Tolerance on Each Laboratory Sieve and Asphalt Content: Percent Plus and Minus</b>						
<b>No. Tests</b>	<b>1 ½"</b>	<b>¾"</b>	<b>3/8"</b>	<b>No. 4</b>	<b>No. 200</b>	
1	0.0	8.0	8.0	8.0	2.0	
2	0.0	5.7	5.7	5.7	1.4	
3	0.0	4.4	4.4	4.4	1.1	
4	0.0	4.0	4.0	4.0	1.0	
5	0.0	3.6	3.6	3.6	0.9	
6	0.0	3.3	3.3	3.3	0.8	
7	0.0	3.0	3.0	3.0	0.8	
8	0.0	2.8	2.8	2.8	0.7	
9 or more	0.0	2.3	2.3	2.3	0.6	

Establish, as part of the JMF, a target percent passing for the 1.5", ¾", 3/8", No. 4 and No. 200 sieves. Create the JMF(s) using either existing materials obtained directly from the project site (prior to the start of construction) or from an existing stockpile of RAP. Quality Acceptance testing will be conducted by obtaining a sample of the mixture from the truck prior to it leaving the plant. The sample frequency will use SC-T-101 at a rate of 1 sample per 1000 tons.

Determine the asphalt binder content using an asphalt ignition oven in accordance with SC-T-75. Ensure a mix correction factor is determined in accordance with SC-T-75 prior to production. Perform gradation on the extracted ignition sample using SC-T-102. Cure all extraction samples to constant weight in a 300-350°F oven until the weight loss in a 15 minute period does not exceed +/- 1.0 grams within consecutive 15 minute intervals. There will be no price adjustment for asphalt content.

**413.7.2.2.2 STABILIZING AGENT CONTENT**

Provide with each gradation sample a computer printout of the stabilizing agent content percentage/rate of the plant at the time of sampling. If the dosage rate is outside of 0.20 percentage points, stop paving/production and take corrective measures to bring the dosage rate within tolerance of the approved JMF. In addition, provide a daily summary of the stabilizing agent content percentage/rate to the RCE.

**413.7.2.2.3 MOISTURE CONTENT**

Report the percent moisture content for prior to performing the mix extraction using the following equation:

$$\% \text{ Moisture} = \frac{\text{Original Mass} - \text{Final Mass}}{\text{Final Mass}} \times 100$$

**413.7.2.2.4 MIXTURE STABILITY**

When emulsified asphalt is used as the stabilizing agent, acceptance for Mixture Stability will be based on results of samples taken at a frequency a minimum of once per day. If the results are less than the established job-mix target, a pay adjustment will be applied for the tonnage represented by the results in section 414.8.4 under Acceptance.

**413.7.2.2.5 DRY INDIRECT TENSILE STRENGTH**

When foamed asphalt is used as the stabilizing agent, acceptance for Dry Indirect Tensile Strength will be based on results of samples taken at a minimum of once per day. If the results

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are less than the established job-mix target, a pay adjustment will be applied for the tonnage represented by the results in section 414.8.4 under Acceptance.

**413.7.2.2.6 HALF-LIFE AND EXPANSION RATIO**

Verify and provide reports to the RCE confirming that each load of asphalt binder used for foaming meets the requirements of **TABLE 4**.

**413.7.2.2.7 FIELD COMPACTION**

Ensure compaction of the recycled mix is completed using rollers meeting the requirements of this specification. In addition, set the vibratory roller near the highest frequency and near the lowest amplitude setting without damaging the CCPRM. Ensure that final rolling eliminates pneumatic tire marks and to achieve density, and done using a double drum steel roller(s), either operating in a static, oscillating or vibratory mode. Use oscillating and vibratory mode only if it is shown to not damage the pavement. Complete finish rolling no more than one hour after paving is completed, unless otherwise approved by the RCE. Do not stop rollers and allow them to sit on the uncompacted material. Establish rolling patterns so that they begin or end on previously compacted material or the existing pavement. Perform rolling until the material reaches a density of 98 percent of the maximum target density from the JMF as measured via a nuclear density gauge following SC-T-30, SC-T-31, or SC-T-32.

Use a nuclear density gauge conforming to the requirements of SC-T-65 to determine mat density by the Direct Transmission method. Ensure that the nuclear density gauge has been calibrated within the previous 12 months. In addition, maintain documentation of such calibration service for the 12-month period from the date of the calibration service and furnish the same to the RCE if requested. Construct a control strip and establish a roller pattern in accordance with the requirements of SC-T-65. The control strip will be acceptable if the field proctor (AASHTO T 180, Method D) is at least 98 percent of the maximum target density from the approved JMF and the density of the compacted CCPRM course is not less than 98.0 percent of the maximum target density from the approved JMF. Construct an additional control strip when a change in the source of material is made, when a change in compaction equipment is made, when a significant change in the composition of the material occurs, a change in roadway conditions occurs, or when there is a failing test section.

**413.7.2.2.8 DEPTH CHECKS**

Perform depth checks at a minimum rate of twice per 5,000 linear feet after compaction by coring the newly CCPRM after compaction has been completed. Measure the depth by the height of the core in 3 separate evenly spaced measured transversely across the mat and average 3 readings. Use SC-T-101 to determine the random locations. The RCE will take verification measurements of the same core. Acceptance of CCPRM course for depth will be based on the mean result of measurements of samples taken from each LOT of material placed. A LOT will be considered acceptable for depth if the mean result of the tests is within the tolerance of the plan depth for the number of tests taken as shown in **TABLE 7**.

**TABLE 7 – PROCESS TOLERANCE FOR DEPTH CHECKS**

Plan Depth, inches	Tolerance, inches (Plus or Minus)		
	2 tests	3 tests	4 tests
≤ 4	0.45	0.35	0.30
>4 ≤ 8	0.65	0.50	0.40
>8 ≤ 12	0.90	0.70	0.50

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>12	1.00	0.80	0.60
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If the mean depth of a LOT of material is in excess of the tolerance, the payment will not be made for that material in excess of the tolerance for the plan depth specified throughout the length and width of the LOT of material represented by the tests. For excessive depth CCPRM courses, the rate of deduction from the tonnage allowed for payment as CCPRM course will be calculated based on the JMF weight per square yard per inch of depth in excess of the tolerance for plan depth and the number of tests taken as specified in **TABLE 7** or the RCE can require excessive material to be removed at no additional expense to the Department.

If the mean depth of a lot of material is deficient by more than the allowable tolerance for the plan depth specified, correction will be required and payment will be made for the quantity of material that has been placed in the lot. For sections of CCPRM course that are deficient in depth beyond the tolerance, furnish and place material specified for the subsequent course or as approved by the RCE to bring the deficient CCPRM course depth within the tolerance of the specified plan depth. This additional material will be placed at no additional expense to the Department.

**413.7.2.2.9 FOGSEAL**

Ensure that after compaction of the recycled material has being completed, a fog seal is applied to the recycled surface at a uniform application rate of 0.04 gal/sy residual using a emulsified asphalt or PG 64-22 binder. A light application of fine aggregated used as grit may be applied to the fog seal to aide in the reduction of CCPRM pickup and raveling (if necessary). Ensure that after fog sealing no traffic, including construction equipment, drives on the completed recycled material for at least two hours. After two hours rolling traffic may be permitted on the recycled material. This time may be adjusted by the RCE to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, maintain the surface of the recycled pavement in a condition suitable for the safe movement of traffic. Remove all loose particles that may develop on the pavement surface without damaging the surface. Within the limits of the Contract, maintain the CCPRM material in good condition until all work has been completed and accepted. This maintenance includes immediate repairs or defects that may occur including raveling or other surface imperfections. Perform this work without additional compensation and repeat as often as may be necessary to keep the area continuously intact. Replace faulty work for the full depth of the layer.

**413.7.2.2.10 VERIFICATION OF MOISTURE CONTENT**

Prior to placing the asphalt concrete surface courses, or other applicable surface treatment, allow the CCPRM material to cure until the moisture of the material is a maximum of 50 percent of the optimum water content or until approval of the RCE is received. Measure the moisture content using AASHTO T 329 on samples taken from two random locations and immediately placed in a sealed plastic bag, as determined by the RCE for each production day. Other methods and sampling rates may be used if supplied in the Quality Control Plan and approved by the RCE. Split samples may be taken at the direction of the RCE. Split samples may be part of the random locations or at additional locations determined by the RCE. Apply a tack coat, in accordance with Subsection 401.4.18, prior to any additional asphalt layers. Do not use **CCPRM as a final riding surface.**

**413.7.2.2.11 TESTING RECORDS**

Ensure that all testing information is readably available during the performance of the work and all records are collected by the RCE prior to the next LOT. Provide accurate reports meeting the requirements of AASHTO R 18.

**414.8 ACCEPTANCE**

**414.8.1 DAILY PRODUCTION - LOT**

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

For the purposes of acceptance, each day’s production will be considered a LOT. When paving is less than 2,000 feet, it will be combined with the next day’s production or added to the previous day’s production if it is the last day to create a lot.

**414.8.2 MIX QUALITY ACCEPTANCE**

If key test results are less than the established JMF target, a pay adjustment will be applied for the tonnage represented by the results using the **TABLE 8** for mix stability and **TABLE 9** for Indirect Tensile Strength.

<b>TABLE 8 - Mix Quality – Stability (Foamed Asphalt)</b>	
<b>% of Job-Mix Target Stability</b>	<b>% of Payment</b>
Greater than 99.0	100
95.0 to 99.0	95
90.0 to 94.9	90
Less than 90.0*	90% pay and Cease Production

\* Immediately cease production and notify the RCE when results fall below 90.0% of the approved JMF target. Make any necessary corrective actions to the mix and provide verification to the RCE that it conforms to the approved JMF. Should the results fall below the minimum specified in **TABLE 4**, remove the material represented by the failing results and replace it at no cost to the Department. With approval of the RCE, subsequent paving operations can resume.

<b>TABLE 9 - Mix Quality – Indirect Tensile Strength (Emulsified Asphalt)</b>	
<b>% of Job-Mix Target Dry Indirect Tensile Strength</b>	<b>% of Payment</b>
Greater than 99.0	100
95.0 to 98.9	95
90.0 to 94.9	90
Less than 90.0*	90% and Cease Production

\* Immediately cease production and notify the RCE when results fall below 90.0% of the approved JMF target. Make any necessary corrective actions to the mix and provide verification to the RCE that it conforms to the approved JMF. Should the results fall below the minimum specified in **TABLE 4**, remove the material represented by the failing results and replace it at no cost to the Department. With approval of the RCE, subsequent paving operations can resume.

**414.8.3 Field Compaction**

Measure density by taking a nuclear density reading from two random test sites selected by the RCE within every 1000 feet. Ensure that readings are not located within 12 inches of the edge of any application width for CCPRM. Nuclear density test locations will be marked and labeled by the RCE in accordance with the requirements of SC-T-101.

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The average of the density measurements taken for the LOT will be compared to the target nuclear density established by the approved JMF to determine the acceptability of the lot. Once the average density of the lot has been determined, do not provide additional compaction to raise the average. If two consecutive 1000 foot sections produce density results less than 98 percent of the target density, immediately notify the RCE and institute corrective action. By the end of the day's operations, furnish the test data developed during the day's recycling to the RCE. Verify results for every lot by performing a field proctor (AASHTO T 180, Method D). Ensure that the field proctor is at least 98 percent of the target density from the approved JMF. A pay adjustment for the tonnage represented by the LOT will be applied using TABLE 10.

**TABLE 10 - PAYMENT SCHEDULE FOR LOT DENSITIES**

<b>% of Target Control Strip Density</b>	<b>% of Payment</b>
98.0 or greater	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
Less than 96.0	75

**414.8.4 LOT PAY FACTOR**

The RCE will compute the Lot Pay Factor (LPF) once payments are determined using the tables for mix quality and field density using the following formula. The LPF will be rounded to the nearest 0.1%.

$$LPF = 0.50 (PF \text{ mix quality}) + 0.50 (PF \text{ Density})$$

**414.9 MEASUREMENT**

Measurement and payment for the Cold Plant Recycling Material (CCPRM) will be paid by the ton of the completed sections and will be paid for at the Contract unit price per ton. This price will be full compensation for removal, hauling and processing of the existing pavement (if RAP from the same project is used) and/or existing RAP stockpile(s); for additional aggregate if needed; for preparing, hauling, placing and compacting of all materials; furnishing stabilizing agents (PG Binder or Emulsion), fog seal, aggregate used in grit application and additives (lime and cement); for all freight involved; for all manipulations, rolling and brooming; for testing and documentation; asphalt supplier services; and for all labor, tools, equipment and incidentals necessary to complete the work. Net weight information will be furnished with each load of material delivered in accordance with the requirements of Section 401 of the Specifications. Batch weights will not be permitted as a method of measurement unless the Contractor's plant is equipped in accordance with the requirements of Section 401 of the Specifications, in which case the cumulative weight of the batches will be used for payment. The unit price for calculating pay factor will be \$48.00 per ton.

**(46) SECTION 501: ROLLER COMPACTED CONCRETE:**

**A. GENERAL**

1. Description: Roller Compacted Concrete (RCC) consists of aggregate, Portland cement and possibly other supplementary cementitious materials (fly ash, slag), and water. RCC is proportioned, mixed, placed, compacted, and cured in accordance with these specifications. Ensure that the RCC conforms to the lines, grades, thickness, and typical cross section shown in the plans or otherwise established by the RCE. When used as base course, it will be covered with one or more lifts of asphalt as shown on the Plans. Otherwise, the RCC will provide the final riding surface.

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**B. SUBMITTALS**

1. Proposed RCC mix design: At least 45 days prior to the beginning of placing of RCC in the roadway, submit a proposed mix design to the State Materials Engineer at the SCDOT Office of Materials and Research for review. If the mix design appears satisfactory to the SCDOT, prepare and test a trial batch mixture at the Contractor's facilities to verify that the design criteria for strength are met. Perform batch mixture preparation and testing in the presence of representatives of the SCDOT Office of Materials and Research. Make no production until an approved mix design has been obtained.

**C. MATERIALS**

1. General: The RCE will approve all materials to be used for RCC construction based on laboratory tests or certifications of representative materials that will be used in the actual construction. All materials must conform to Section 700 of the *SCDOT Standard Specifications for Highway Construction*, unless otherwise modified herein.
2. Portland Cement, Fly Ash, and Water-Granulated Blast Furnace Slag: All cementitious material must conform to Section 501.2.1. Pozzolanic substitution for Portland cement shall be allowed as specified in Section 701.4.9. If the use of silica fume is desired, have the type and usage pre-approved by the SCDOT State Materials Engineer.
3. Aggregates: Obtain all aggregates to be used from qualified sources appearing on the SCDOT Qualified Products Listing for aggregates. Use no aggregate where the plasticity index of the aggregate exceeds 5. Aggregates may be obtained from a single source or borrow pit, or may be a blend of fine and coarse aggregates. Use well-graded aggregate without gradation gaps and conforming to the following gradation:

Sieve Size	Percent Passing by Weight
1 inch	100
¾ inch	90-100
½ inch	70-100
3/8 inch	60-85
#4	40-60
#16	20-40
#100	6-18
#200	2-8

4. Water: Use only water conforming to Section 701.2.11 of the Standard Specifications.
5. Curing Compound: Where curing compounds are used, only those white-pigmented products shown in the current edition of SCDOT Qualified Products List 33 shall be used.

**D. DESIGN STRENGTH**

Use a mix design that demonstrates a compressive strength of 4000 psi within 28 days when specimens prepared according to ASTM C 1435 are tested according to AASHTO T 22. At least two sets of three cylinders will be produced, with one set being tested at 4 days and the other at 28 days. To determine the compressive strength for a set, two of the specimens will be tested. If the weaker of the two specimens is at least 90 percent of the strength of the stronger specimen, then the two values will be averaged to determine the overall compressive strength. If the weaker specimen has less than 90 percent of the strength of the stronger specimen, then the third specimen will be broken and all three specimens will be averaged. If one individual result is much lower or much higher than the other two due to defects in the specimen, that value may be discarded at the State Materials Engineer's discretion.

**E. EQUIPMENT**

1. General: Construct roller compacted concrete with any combination of equipment that will produce a completed pavement meeting the requirements for mixing, transporting, placing, compacting, finishing, and curing as provided in this specification.

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2. **Mixing Plant:** Locate the mixing plant within a thirty-minute haul time from the point of RCC placement. Use only plants capable of producing an RCC pavement mixture in the proportions defined by the final approved mix design and within the specified tolerances. The capacity of the plant must be sufficient to produce a uniform mixture at a rate compatible with the placement equipment. If the plant is unable to produce material at a rate adequate to prevent unnecessary cold joints and frequent paver stoppages, the RCE may halt production until such time that a plant of appropriate capacity is used. Have the plant inspected and approved by the SCDOT Office of Materials and Research prior to production of material under these specifications.
  - a. **Pugmill Plant:** Use only pugmill plants of the central plant type with a twin-shaft pugmill mixer, capable of batch or continuous mixing, equipped with synchronized metering devices and feeders to maintain the correct proportions of aggregate, cement, pozzolan, and water. Other pugmill plant requirements are as follows:
    - 1) *Aggregate Storage:* If previously blended aggregate is furnished, storage may be in a stockpile from which it is fed directly to a conveyor feeding the mixer. If aggregate is furnished in two size groups, follow proper stockpiling techniques to ensure aggregate separation.
    - 2) *Aggregate Feed Rate:* Use aggregate bins with a feed rate controlled by a variable speed belt, or an operable gate calibrated to accurately deliver any specified quantity of material. If two aggregate size stockpile sources are used, the feed rate from each bin must be readily adjustable to change aggregate proportions, when required. Feed rate controls must maintain the established proportions of aggregate from each stockpile bin when the combined aggregate delivery is increased or decreased.
    - 3) *Plant Scales:* Plant scales, if utilized, for any weigh box or hopper must comply with Section 701.3.2.
    - 4) *Cement and Pozzolan Material Storage:* Supply separate and independent storage silos for Portland cement and pozzolan. At plants with two or more silos in which different types of cement or cementitious materials are stored, ensure that each silo has a sign at each fill inlet to reduce the potential for loading errors. Make the sign from a durable material, with minimum two-inch high by ¼-inch wide letters that are raised, indented, or cut. Ensure that the sign clearly identifies the material that is in the silo and may be easily read even when completely coated with dust. Flat signs with painted or applied letters are not acceptable.
    - 5) *Pre-blended Portland Cement and Pozzolan:* If using pre-blended Portland cement and pozzolan (such as fly ash or slag), employ blending equipment acceptable to the RCE and demonstrate, with a testing plan, the ability to successfully produce a uniform blended material meeting the mix design requirements. Perform testing on at least a daily basis to ensure both uniformity and proper quantities.
    - 6) *Cement and Pozzolan Feed Unit:* Provide a satisfactory means of dispensing Portland cement and pozzolan, volumetrically or by weight, to ensure a uniform and accurate quantity of cementitious material enters the mixer.
    - 7) *Water Control Unit:* Use a water control unit capable of measuring the required amount of water for the approved mix by weight or volume. Ensure that the unit is equipped with an accurate metering device. Vary the amount of water to be used only with the approval of the RCE.
    - 8) *Gob Hopper:* For continuous operating pugmills, provide a gob hopper attached to the end of the final discharge belt to temporarily hold the RCC discharge in order to allow the plant to operate continuously.
  - b. **Rotary Drum Mixer:** Provide a rotary drum batch mixer capable of producing a homogeneous mixture, uniform in color, and having all coarse aggregate coated with mortar. Equip the mixer with batching equipment to meet the following requirements:
    - 1) *Weighing Equipment:* Measure the amounts of cement, pozzolan, and aggregate entering into each batch of RCC by direct weighing equipment. Use only weighing equipment that is readily adjustable in order to compensate for the moisture content of the aggregate or to change the proportionate batch weights. Include a visible dial

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- or equally suitable device that will accurately register the scale load from zero to full capacity. The cement and pozzolan may be weighed separately or cumulatively in the same hopper on the same scale, provided the cement is weighed first.
- 2) *Weigh Hoppers*: Use only bulk cement and pozzolan weigh hoppers that are equipped with vibrators to operate automatically and continuously while weighing hoppers are being dumped. Ensure that the weigh hopper has sufficient capacity to hold not less than 10 percent in excess of the cementitious material required for one batch.
  - 3) *Water Metering*: Measure the amount of water entering each batch of RCC by weight or volume. Use only equipment capable of measuring the water to within a tolerance of plus or minus one percent and equipped with an accurate gauge or dial measuring device. Vary the amount of water to be used only with the approval of the RCE. During batching, admit water to the mixer only through the water measuring device and then only at the time of charging.
  - 4) *Mixing Time*: Use only drum mixers equipped with an accurate clock or timing device, capable of being locked, for visibly indicating the time of mixing after all the materials, including the water, are in the mixer.
  - 5) *Recharging*: Discharge all material in the drum before recharging. Ensure that the volume of mixed material per batch does not exceed the manufacturer's rated capacity of the mixer.
3. **Paver**: Place RCC with a high-density asphalt-type paver subject to approval by the RCE. Use only pavers equipped with compacting devices capable of producing an RCC pavement with a minimum of 90 percent of the maximum density in accordance with AASHTO T 180, Method D prior to any additional compaction. Ensure that the paver is of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross-section, and grade.
  4. **Compactors**: Use self-propelled steel drum vibratory rollers having a minimum static weight of 10 tons for primary compaction. For final compaction, use either a steel drum roller, operated in a static mode, or a rubber-tired roller of equal or greater weight. Only use walk-behind vibratory rollers or plate tampers for compacting areas inaccessible to large rollers.
  5. **Haul Trucks**: Use trucks for hauling the RCC material from the plant to the paver with covers available to protect the material from inclement weather. To ensure adequate and continuous supply of RCC material to the paver, have a sufficient number of trucks. If the number of trucks is inadequate to prevent frequent starts and stops of the paver, cease production until additional trucks are obtained.
  6. **Water Trucks**: Keep at least one water truck, or other similar equipment, on-site and available for use throughout the paving and curing process. Equip such equipment with a spreader pipe containing fog spray nozzles capable of evenly applying a fine spray of water to the surface of the RCC without damaging the final surface.
  7. **Inspection of Equipment**: Before start-up, the Contractor's equipment will be carefully inspected. Should any of the equipment fail to operate properly, cease work until the deficiencies are corrected.
  8. **Access for Inspection and Calibration**: Provide the RCE or RCE's representative access at all times for any plant, equipment, or machinery to be used in order to check calibration, scales, controls, or operating adjustments.

### F. CONSTRUCTION REQUIREMENTS

1. **Preparation of Subgrade**: Before the RCC processing begins, prepare the subgrade in accordance with Section 208 of the SCDOT Standard Specifications.
2. **Quality Control Test Specimens**: For each day's production, up to 1500 cubic yards of mix produced, prepare at least three sets of test specimens in accordance with ASTM C 1435 under the direct observation of the RCE or RCE's representative. A set of specimens consists of three cylinders. Make an additional three sets for each additional 1500 cubic yards or fraction thereof. Cure and transport the specimens to the Contractor's (or mix

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producer's) Office of Materials and Research-approved laboratory in accordance with ASTM C 31. Test two cylinders for compressive strength in accordance with ASTM C 39 at 3 days, 7 days, and 28 days under the direct observation of the RCE or RCE's representative. If the measured compressive strength between two cylinders varies by more than 10 percent of the stronger cylinder, test the third cylinder and average the results of the three cylinders. Otherwise, average the measured compressive strengths of the two cylinders tested at 28 days to determine the compressive strength of the lot. Retain the compressive strength test results for inspection by the RCE.

If the compressive strength measured at 3 days indicates that the 28-day compressive strength will be less than 3500 psi, investigate the potential causes of the low strengths and report to the RCE within 24 hours. If the compressive strength measured at 3 days indicates 28-day compressive strengths less than 3200 psi, immediately stop production and notify the RCE. Do not resume production until the cause of the discrepancy has been determined to the satisfaction of the RCE. The RCE may adjust compressive strength targets at 3 days as production continues based on field experience.

3. **Mixing Process:** Use the same mixture for the entire project unless otherwise stated in the project documents. If, during production, the source of Portland cement, pozzolan, or aggregates is changed, then suspend production and submit a new mix design to the RCE for approval. Do not exceed the manufacturer's rated capacity for dry concrete mixtures in the mixing chamber. Keep the sides of the mixer and mixer blades free of hardened RCC or other buildups. Routinely check mixer blades for wear and replace if wear is sufficient to cause inadequate mixing.

- a. *Mixing Time:* Use a mixing time adequate to ensure a thorough and complete mixing of all materials. Do not allow the mixing time, after all materials including water are in the mixer, to be less than 1½ minutes for one cubic yard and 20 seconds for each additional cubic yard.

- b. *Mixture Ingredient Tolerances:* Ensure that the mixing plant receives the quantities of individual ingredients to within the following tolerances:

<b>Material</b>	<b>Variation by Weight</b>
Cementitious Material	±2.0%
Water	±3.0%
Aggregates	±4.0%

- c. *Plant Calibration:* Prior to commencement of RCC production, carry out a complete and comprehensive calibration of the plant in accordance with the manufacturer's recommended practice. Provide all scales, containers, and other items necessary to complete the calibration. After completion of the initial calibration, calibrate the plant periodically as directed by the RCE. Plants listed on SCDOT Qualified Product List 28 at the time of RCC production are exempt from this requirement, although the SCDOT reserves the right to require additional calibration if variation in mixture quantities are suspected.

- d. *Daily Reports:* Supply daily plant records of production and quantities of materials used that day to the RCE. These records may be used as a check on plant calibration.

4. **Transportation:** Transport the RCC pavement material from the plant to the areas to be paved in dump trucks equipped with retractable protective covers for protection from rain or excessive evaporation. Ensure that the trucks are dumped clean with no buildup or hanging of RCC material in the corners. Have the dump trucks deposit the RCC material directly into the hopper of the paver or into a secondary material distribution system that deposits the material into the paver hopper. Dump truck delivery must be timed and scheduled so that RCC material is spread and compacted within the specified time limits.

5. **Placing:**

- a. *Subbase Condition:* Prior to RCC placement, ensure that the surface of the subbase is clean and free of foreign material, ponded water, and frost. Ensure that the subbase is

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uniformly moist at the time of RCC placement. If sprinkling of water is required to remoisten certain areas, ensure that the method of sprinkling will not form mud or pools of freestanding water. Correct soft or yielding subbase areas prior to placement of RCC as specified in Section F.1 above.

b. Weather Conditions:

- 1) *Cold Weather Precautions:* Employ cold weather precautions as detailed in Section 501.4.6 of the Standard Specifications.
- 2) *Hot Weather Precautions:* During periods of hot weather or windy conditions, take special precautions to minimize moisture loss due to evaporation. Cooling of aggregate stockpiles by shading or the use of a fine mist may be required. Protective covers may be required on dump trucks. Keep the surface of the newly placed RCC pavement continuously moist.
- 3) *Rain Limitations:* Conduct no placement of RCC pavement during rain conditions sufficient to be detrimental to the finished product. Placement may continue during light rain or mists provided the surface of the RCC pavement is not eroded or damaged in any way. Use dump truck covers during these periods. The RCE may terminate paving at any time when, in the RCE's judgement, the rain is detrimental to the finished product.

c. *Paver Requirements:* Place all RCC with an approved paver as specified in Section E.3 and also meet the following requirements:

- 1) *Filling the Paver:* Do not allow the quantity of RCC material in the paver to approach empty between loads. Maintain the material above the auger at all times during paving.

*Stopping the Paver:* Ensure that the paver proceeds in a steady, continuous operation with minimal starts and stops, except to begin a new lane. Maximum paver speed during laydown is 10 feet per minute. Higher paver speeds may be allowed at the discretion of the RCE if the higher speeds may be obtained without distress to the final product or cause additional starts and stops.

- 2) *Surface Condition:* Ensure that the surface of the RCC pavement is smooth, uniform, and continuous without excessive tears, ridges, or aggregate segregation once it leaves the paver.

d. *Inaccessible Areas:* Pave all areas inaccessible to either roller or paver with cast-in-place concrete meeting the compressive strength requirements of these specifications.

e. *Adjacent Lane Pavement:* Place adjacent paving lanes within 60 minutes. If more than 60 minutes elapses between placement of adjacent lanes, the vertical joint must be considered a cold joint and prepared in accordance with Section F.7 below. At the discretion of the RCE, this time may be increased or decreased depending on ambient conditions of temperature, wind, and humidity. Multiple pavers may be used in tandem to reduce the occurrence of cold joints.

f. *Hand Spreading:* Broadcasting or fanning the RCC material across areas being compacted is not permissible. Such additions of materials may only be done immediately behind the paver and before any compaction has taken place. Any segregated coarse aggregate shall be removed from the surface before rolling.

g. *Segregation:* If segregation occurs in the RCC during paving operations, placement shall cease until the cause is determined and corrected to the satisfaction of the RCE. If the segregation is judged by the RCE to be severe, remove and replace the segregated area at no additional cost to the Department.

6. Compaction:

- a. *Time to Compaction Start:* Ensure that compaction begins with the placement process and is completed within 60 minutes of the start of the mixing at the plant. The time may be increased or decreased at the discretion of the RCE depending on ambient conditions

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of temperature and humidity. Do not permit delays in rolling unless approved by the RCE. Plan operations and supply sufficient equipment to ensure that these criteria are met.

- b. *Rolling*: Determine the sequence and number of passes by vibratory and non-vibratory rollers to obtain the specified density and surface finish. Only operate rollers in the vibratory mode while in motion. Rubber-tire rollers may be used for final compaction. Use additional rollers if specific density requirements are not obtained or if placing operations get ahead of the rolling operations.
- c. *Rolling Longitudinal and Transverse Joints*: Do not operate the roller within 2 feet of the edge of a freshly placed lane until the adjacent lane is placed. Then, roll both edges of the two lanes together within the allowable time. If a cold joint is planned, then roll the complete lane and follow cold joint procedures as specified in Section F.7 below.
- d. *Inaccessible Areas*: Compact areas inaccessible to large rollers using walk-behind rollers or hand tampers.
- e. *Density Requirements*: Field density tests will be performed in accordance with SC-T-33 as soon as possible, but no later than 30 minutes after the completion of the rolling. Only wet density is used for evaluation. The required minimum density is 98 percent of the maximum laboratory density obtained according to AASHTO T 180 (Method D). The in-place density and moisture content may be determined with a nuclear moisture-density gauge. The gauge will be calibrated for moisture content at the beginning of the work and at any time during the work. RCC properly placed and compacted, but not meeting the density requirements, shall be cored and tested at the Contractor's expense. If the tested area achieves 28-day design strength, it will be paid at the full unit price. If the tested area indicates strength less than 3500 psi but greater than 3150 psi, payment will be made as follows:

<b>Compressive Strength (psi)</b>	<b>Price Reduction (Percent of Unit Bid Price)</b>
3300-3499	5
3150-3299	15

If the cores indicate strengths less than 3150 psi at 28 days or longer, the Department will evaluate the results and may reject the affected area and require removal and replacement or elect to pay at a reduced rate.

**7. Joints:**

- a. *Fresh Vertical Joints*: A joint is considered a fresh joint when an adjacent RCC lane is placed within 60 minutes of placing the previous lane or as specified by the RCE based on ambient conditions. Fresh joints do not require special treatment.
- b. *Cold Vertical Joints*: Any planned or unplanned construction joints that do not qualify as fresh joints are considered cold joints. Prior to placing fresh RCC mixture against a compacted cold vertical joint, thoroughly clean the cold joint of loose or foreign material. Wet the vertical joint face and maintain it in a moist condition immediately prior to placement of the adjacent lane.
  - 1) *Sawing Cold Vertical Joints*: For uncompacted surfaces or slopes more than 15 degrees from the vertical, cut the joint vertically for the full depth. Within 2 hours of final compaction, the edge of a cold joint may be cut with approved mechanical equipment. For edges cut after 2 hours, sawcut to the full depth of the pavement. Demonstrate any modification or substitution of the sawcutting procedure to the RCE for approval prior to use. In no case allow cutting of the edge to cause raveling or tearing of the surface. Moisten the cut edge immediately prior to placement of the adjacent lane.
- c. *RCC Pavement Joints at Structures*: Line structures such as manholes, valves, or concrete curb and gutter with joint filler as defined in Section 501.2.6.1 of the Standard Specifications.

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- d. *Control Joints*: Construct transverse contraction joints at regular intervals up to 20-feet in the RCC pavement to induce cracking at pre-selected locations unless otherwise indicated on the Plans or as directed by the RCE. At the option of the Contractor, soft-cut or green-cut saws may be utilized as soon as possible behind the rolling operation and set to manufacturer's recommendations. Conventional cut saws must be used as soon as the sawing operation will not result in raveling or other damage to the RCC pavement, but not more than 18 hours after RCC placement. Cut all joints to 1/4 the depth of the RCC pavement to a single saw blade width.
8. **Finishing**:
- Ensure that the finished surface of the RCC pavement, when tested with a 10-foot straightedge or crown surface template, does not vary from the straightedge or template by more than 1/4 inch at any one point and shall be within 5/8 inch of the specified finished grade. When surface irregularities are outside these tolerances, diamond-grind the surface to meet the tolerance at no additional cost to the SCDOT.
9. **Curing**:
- Immediately after final rolling and compaction testing, keep the surface of the RCC pavement continuously moist until an approved curing compound, a suitable prime coat, or a layer of asphalt concrete is applied.
- a. *Water Cure*: Apply water cure by water trucks equipped with fog spray nozzles, soaking hoses, sprinkling system, or other means such that a uniform moist condition on the surface of the RCC is ensured. Apply this moisture in a manner that will not erode or damage the surface of the finished RCC pavement.
- b. *Curing Compound*: Do not use curing compounds when the RCC material is to be promptly covered with asphalt. Apply curing compound as indicated in Section 501.4.11 of the Standard Specifications, except that the minimum rate of curing compound application is 0.09 gallons per square yard (11 square yards per gallon) unless a higher rate is specified by the curing compound manufacturer.
10. **Traffic**: Protect the RCC from vehicular traffic during the curing period. Completed portions of the RCC pavement may be opened to automotive and light truck traffic as soon as the strength is sufficient to prevent damage to the RCC. The pavement may be opened to unrestricted traffic after 4 days. If the temperature drops below 40° F, then the period of time the temperature is below 40° F will be added to the minimum time to opening.
11. **Maintenance**: Maintain the RCC pavement in good condition until all work is completed and accepted. Perform such maintenance at no additional cost to the SCDOT.
12. **Thickness**: Provide and operate equipment capable of extracting a small (approximately 1 inch diameter or greater) core to determine the pavement thickness. Extract samples in the presence of the RCE or RCE's representative unless otherwise directed.
13. **Thickness Tolerance** - The thickness of the completed RCC is measured at staggered intervals not to exceed 250 feet in length for two-lane roads. Measure the core to the nearest 1/8 inch at three different, evenly spaced locations and record the average. Where the RCC is deficient by more than 1/2 inch, correct such areas by removal and replacement. Where the measured thickness is more than 1/2 inch thicker than shown on the Plans, it is considered as the specified thickness, plus 1/2 inch. The average job thickness is the average of the depth measurements determined as specified above. Should this average thickness be more than 1/4 inch below the specified thickness, an adjusted unit price is used in calculating payment. This adjusted contract unit price bears the same ratio to the contract unit price as the square of the average thickness bears to the square of the specified thickness. When the contract includes more than one road, each road is considered separately.

### G. UNIT PRICE

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1. A unit price of \$36/SY will be applied for the purpose of pay adjustment.

### (47) SECTION 501: NONWOVEN GEOTEXTILE INTERLAYER FABRIC:

This Special Provision describes the construction and material requirements for installation of an interlayer fabric to be used between concrete pavement and cement stabilized aggregate base.

#### A. REFERENCED DOCUMENTS

**ASTM D 4355** Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus

**ASTM D 4491** Standard Test Methods for Water Permeability of Geotextiles by Permittivity

**ASTM D 4595** Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method

**ASTM D 4716** Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head

**ASTM D 5199** Standard Test Method for Measuring the Nominal Thickness of Geosynthetics

**ASTM D 5261** Standard Test Method for Measuring Mass per Unit Area of Geotextiles

#### B. GENERAL

1. Provide and install a non-woven geotextile interlayer to be placed between concrete pavements and cement stabilized aggregate bases. The fabric is intended to provide limited drainage, separation between the base and pavement to retard the transmission of cracking, and relief of bedding stress due to movement of the concrete pavement on a stiff base. Attach the fabric firmly to the base to prevent movement during paving operations. Conduct paving operations to minimize fabric damage due to vehicle movements. Repair any damage prior to paving to ensure complete coverage of the base.

#### C. MATERIAL REQUIREMENTS

1. Geotextile requirements:
  - a. Fabric type: Provide a nonwoven needle-punched geotextile. Thermal treatment (calendaring or IR) is not acceptable.
  - b. Color: Ensure that the color is uniform and uses nominally the same color fibers throughout.
  - c. The following requirements must be met by 95% of samples. Minimum Average Roll Values (MARV) are also acceptable:
    - 1) Mass per unit area: Ensure that mass per unit area is greater than 450 grams per square meter (13.3 ounces per square yard) and less than or equal to 550 grams per square meter (16.2 ounces per square yard) when tested in accordance with ASTM D 5261.
    - 2) Thickness under load (pressure): Ensure that the thickness under load is greater than or equal to 3.0 mm at 2 kPa (0.12 inch at 0.29 psi), greater than 2.5 mm at 20 kPa (0.10 inch at 2.9 psi), and greater than 1.0 mm at 200 kPa (0.04 inch at 29 psi) when tested in accordance with ASTM D 5199.
    - 3) Wide-width tensile strength: Ensure the tensile strength is greater than 10 kN per meter (685 pounds per foot) when tested in accordance with ASTM D 4595.
    - 4) Maximum elongation: Ensure that the maximum elongation is less than or equal to 130 percent when tested in accordance with ASTM D 4595.
    - 5) Water permeability in normal direction under load (pressure): Ensure that the water permeability in the normal direction under load (pressure) is greater than or equal to

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1x10<sup>-4</sup> meters per second (3.3x10<sup>-4</sup> feet per second) when tested in accordance with modified ASTM D 4491 at 20 kPa (2.9 psi) or ASTM D 5493.

- 6) In-plane water permeability: Ensure that the in-plane water permeability (transmissivity) under load (pressure) is greater than or equal to 5x10<sup>-4</sup> meters per second (1.6x10<sup>-3</sup> feet per second) when tested in accordance with modified ASTM D 4716 at 20 kPa (2.9 psi) and is greater than or equal to 2x10<sup>-4</sup> meters per second (6.6x10<sup>-4</sup> feet per second) when tested in accordance with modified ASTM D 4716 at 200 kPa (29 psi) or ASTM D 6574.
  - 7) Weather resistance: Ensure that the retained strength after 500 hours of weathering is greater than or equal to 60 percent of the initial strength when tested in accordance with ASTM D 4355.
  - 8) Alkali resistance: Provide a manufacturer certification that the supplied material is composed of 96% or more polypropylene/polyethylene.
- d. Certification: Prior to incorporation in the work, provide the RCE with a manufacturer's certification stating that the material being used meets all requirements of this Special Provision for each batch or lot of material. Ensure that the provided certification references the batch number(s) supplied and is attested to by the notarized signature of an officer of the manufacturing company. Also provide the RCE with a copy of the manufacturer's independent test data showing results for all the properties given in this section obtained by the test methods provided. Test data does not have to be batch or lot-specific.
2. Anchor system requirements:
- a. Fasteners: Use hardened steel pin fasteners with a galvanized finish intended for insertion in concrete by a powered fastening tool. Select a diameter and length adequate to anchor the geotextile such that normal paving operations do not dislodge the pins and the base is not damaged by the insertion.
  - b. Discs: Provide thin, galvanized steel discs ranging from 2.0 to 2.8 inches in diameter with small stamped claws for holding the fabric and distributing the anchoring load.

### D. CONSTRUCTION

1. Preparation of base: Repair any damaged or defective areas in the base to the satisfaction of the RCE. Thoroughly sweep the base immediately prior to fabric placement and ensure that the surface is free of loose debris.
2. Timing of placement: Place fabric no more than 3 days ahead of paving operations. If concrete is being placed by trucks directly in front of the paver, do not place fabric more than 650 feet ahead of the paver.
3. Placement: Roll the material onto the base, keeping the fabric tight with no wrinkles or folds. Roll out the sections of the fabric in a sequence that will facilitate good overfapping, prevent folding or tearing by construction traffic, and minimize the potential that the material will be disturbed by the paver. Overlap sections of the fabric a minimum of 6 inches and a maximum of 10 inches. Ensure that no more than three layers overlap at any point. Extend the fabric a minimum of 12 inches beyond the edge of the concrete pavement.
4. Anchoring: Secure the fabric with fasteners punched through the steel discs into the base. Space the anchors as necessary to securely hold the fabric in position during paving operations. However, maintain a maximum anchor spacing of 6 feet under all circumstances.
5. Construction traffic: Keep all nonessential traffic off of the fabric. Ensure that operations are staged such that no vehicles make sharp turning motions on the fabric. Remove and replace damaged fabric using required placement overlaps and sufficient anchors.
6. Moisture: Lightly but completely dampen the fabric ahead of the paving operations to ensure that the fabric does not draw water from the concrete. If the fabric is wetted due to precipitation or other reasons to the point of standing water or that free water appears when

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the fabric is walked on, allow the fabric to dry to a moist condition before continuing paving operations.

**(48) SECTION 503: PORTLAND CEMENT CONCRETE PAVEMENT UNIT COST:**

The Contractor is obligated to comply with the 2007 Standard Specifications regarding compressive strength and thickness. This Special Provision establishes the Portland Cement Concrete unit cost for any payment adjustments associated with Supplemental Technical Specification SC-M-501, SC-M-502, SC-M-503, regarding compressive strength, rideability, and thickness. For purposes of applying any payment adjustments associated with these Supplemental Technical Specification, a unit price of \$45/SY will be used. SC-M-502DB no longer applies. SC-M-502 (04/16) will be applied to this contract unless noted otherwise in Exhibit 4c.

**(49) 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.

**(50) 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.

**(51) 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 on the interstate mainline, CD routes, and exit/entrance ramps 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 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/m<sup>2</sup>)

<u>White</u>	<u>Yellow</u>
500	400

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/m<sup>2</sup>)

<u>White</u>	<u>Yellow</u>
450	350

All markings failing to meet the initial minimum retroreflectivity requirements by more than 50 mcd / lux / m<sup>2</sup> shall be replaced immediately at the Contractor's expense. All markings failing to meet initial requirements by less than 50 mcd / lux / m<sup>2</sup> may be reevaluated at the time of the 180 day evaluation unless the defect causing the lower readings is obvious to the Engineer.

**(52) SECTION 601: PENALTY FOR VIOLATING LANE CLOSURE RESTRICTIONS:**

The Contractor is advised that the Lane Closure Restrictions outlined in the Traffic Design Criteria will be strictly enforced. Should lane closures remain in place or not be completely removed by the time specified in the Traffic Design Criteria, a penalty will be assessed at the rate of **\$2,500.00 (Twenty-Five Thousand)** for each 1/4 hour interval (or any portion thereof) for each lane closed. Should lane closures remain in place or not be completely removed for a period of longer than one hour beyond the time specified by the Traffic Design Criteria the penalty will increase to **\$5,000.00 (Five Thousand Dollars)** for each 1/4 hour interval (or any portion thereof) for each lane closed. The penalty also applies to any ramp closures specified in the Traffic Design Criteria.

**(53) 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.

**(54) 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."

**(55) 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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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:

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

**(56) DIVISION 700: ANTI-GRAFFITI COATING:**

July 27, 2015

**A. 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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

acrylic, polyurethane, and alkyd spray paint. Use a clear, non-sacrificial anti-graffiti coating for all applications.

**B. 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:

- 7. 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.
- 8. 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

**C. 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%.

**D. 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.

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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.

### **E. 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.

### **F. 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.

### **G. 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".

### **H. 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.

### **I. 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.

October 4, 2019

### **A. 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.

### **B. 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:

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

1. Technical data sheet that includes installation instructions and graffiti removal instructions by pressure washing with water.
2. 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.

Additionally, submit a certification that the coating meets the following laboratory performance requirements:

<b>Additional Laboratory Performance and Tests</b>		
<b>Test</b>	<b>Method</b>	<b>Limits</b>
Graffiti Resistance	ASTM D 6578; Use identified marking materials; initial and re-cleanability; and after exposure initial and re-cleanability	Cleanability Level 8, 9, or 10.
Fluid Resistance	ASTM D 1308; Paint thinner, gasoline	No blistering, discoloration, softening, or adhesion loss

**C. 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 exceeds that specified by the manufacturer.

**D. 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.

**E. 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.

**F. 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.

**G. 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

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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".

**H. 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.

**I. 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.

**(57) 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 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 <sup>3</sup>	AASHTO T 121	120
Max. Unit Weight, dry, lbs/ft <sup>3</sup>	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

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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.

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 3/4 inch or smaller.

**(58) 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.

**(59) 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:

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

### (60) 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 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.

### (61) 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.”

### (62) 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>.

### (63) SECTION 711: GALVANIZED STEEL H PILING AND SWAY BRACES:

March 16, 1999

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

### 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  $\mu\text{m}$ ). 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.

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.

**(64) SECTION 712: DRILLED SHAFT FORMS:**

Drilled Shaft Forms are included on the Construction Extranet.

**(65) 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.

**(66) 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**

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

gaskets and attaching new pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.

3. Any existing pipe may be extended using new pipe with the same joint profile and wall properties of the existing pipe. Always fully clean existing pipe and pipe joints before installing joint sealant or gaskets and attaching new pipe. Verify\* the following parameters before ordering new pipe:
  - a. For RCP to RCP, confirm wall thickness, joint profile shape, and compatibility with existing manufacturer's pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
  - b. For SRAP to SRAP, replace existing pipe that has joint damage before connecting new pipe to the system.
  - c. For HDPE to HDPE, confirm the manufacturer of the existing pipe and the joint compatibility with the new pipe. Provide a new gasket when connecting to existing spigot end of HDPE pipe. Replace existing pipe that has joint damage before connecting new pipe to the system.
  - d. For CAAP to CAAP, confirm the type and size of end corrugations of the pipe. When existing pipe has full helical corrugations, provide new connecting pipe with one end fully helical and fully helical coupling band. When end corrugation size does not match the corrugation size shown on SCDOT Standard Drawings, provide a drainage structure (described above) at the interface. Replace existing pipe that has joint damage before connecting new pipe to the system. Do not install CAAP as smooth wall pipe; however, use these requirements when plans specify installing new CAAP.

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

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

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

### **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.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>
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

**(67) 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**

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.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS



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



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



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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS



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



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

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

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

### 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.

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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.

**(68) 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.

**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

**(69) 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.

**(70) SECTION 725: SHOP PLANS AND WORKING DRAWINGS FOR STRUCTURES**

On Design-Build projects, Shop Plans shall be submitted by the fabricator to the Lead Design Engineer on the project for review and processing. The Lead Design Engineer shall engage appropriate staff of the design-build team to complete a full review of the Shop Plans. After review, the Lead Design Engineer will stamp and submit the Shop Plans to the SCDOT Design-Build

Structures Lead (DBSL) and copy the BCE, the OMR and the RCE. The DBSL will review and stamp the Shop Plans and submit to the RCE for final distribution. The RCE will distribute Shop Plans to the Contractor, the BCE, appropriate staff at OMR, the Lead Design Engineer and others as appropriate.

On Design-Build projects, Working Drawings shall be submitted to the Lead Design Engineer on the project for review and processing. The Lead Design Engineer shall engage appropriate staff of the design-build team to complete a full review of the Working Drawings. After review, the Lead Design Engineer will submit the Working Drawing to the BCE and send a copy of the transmittal letter to the RCE. The BCE will review and process the Working Drawings and submit to the RCE for final distribution. The RCE will distribute Working Drawings to the Contractor, appropriate staff at OMR, the Lead Design Engineer and others as appropriate.

When the Department employs the services of a Consultant Design Review Team, Shop Plans and Working Drawings will be submitted to the Consultant Design Review Team for review prior to submittal to SCDOT personnel for final processing.

**(71) 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.

**(72) 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 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

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

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

**(73) 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 requirements<sup>1</sup> 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)**

1. Soils with 50% or less particles by weight passing U.S. No. 200 sieve:

EOS No. (fabric) ≥ 30 U.S. Std. Sieve No.

2. Soils with more than 50% particles by weight passing U.S. No. 200 sieve:

EOS No. (fabric) ≥ 50 U.S. Std. Sieve No.

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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 <sup>3</sup> Protected	Class 2 Fabric <sup>3</sup> Unprotected
Grab Strength (ASTM D-4632 or ASTM D-1682)	80 lbs.	180 lbs.
Seam Strength <sup>4</sup> (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%

<sup>1</sup> 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.

<sup>2</sup> 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%.

<sup>3</sup> 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.

<sup>4</sup> Values apply to both field and manufactured seams.

**(74) 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 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

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methods referenced in this specification. Sampling of lots shall be in accordance with ASTM D 4354.

<b>GEOCOMPOSITE SYSTEM PROPERTIES</b>		
<b>TEST</b>	<b>METHOD</b>	<b>LIMIT</b>
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

<b>DRAINAGE CORE PROPERTIES</b>		
<b>TEST</b>	<b>METHOD</b>	<b>LIMIT</b>
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

<b>GEOTEXTILE PROPERTIES</b>		
<b>TEST</b>	<b>METHOD</b>	<b>LIMIT</b>
AOS (Equiv. U.S. Sieve)	ASTM D 4751	50 maximum average roll value
Permittivity (sec <sup>-1</sup> )	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.

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

### **(75) 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.

**(76) 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.

**(77) SECTION 805: RESETTING GUARDRAIL:**

Existing steel beam guardrail that is determined to be in acceptable condition by the RCE, using the below criteria, may be reset in conformance with Section 805.4.3 of the 2007 SCDOT Standard Specifications. The Contractor shall inspect all guardrail on the project and notify the RCE in writing of any guardrail that will be permanently reset. Provide this notice to the RCE a minimum of two weeks prior to permanently resetting any guardrail on the project. If existing wood posts are planned to be reset, all existing wood posts shall be replaced with steel posts.

Resetting Guardrail Acceptance Criteria:

- A. Any guardrail components that are bent, flattened, torn, deformed, exhibit signs of rust, or damaged in any way shall not be reset.
- B. Guardrail with obsolete components and guardrail systems that are not on the SCDOT Qualified Products List (QPL) shall not be reset.
- C. Section 805.4.3 disallows resetting guardrail posts. This shall only apply to existing wood posts.

**(78) SECTION 805: NON-MOW STRIP UNDER GUARDRAIL:**

May 7, 2018

Section 805 is expanded as follows:

**A. GENERAL**

Provide non-mow strip under guardrail as shown in the plans, in accordance with plan details, standard drawings 805-525-01 & 805-525-02, and these special provisions. Non-mow strips under guardrail shall only be placed where shown in the plans, specified in the RFP or as directed by the Engineer.

**B. CONSTRUCTION**

Place non-mow strips under guardrail where indicated on the plans, specified in the RFP or as directed by the Engineer. Refer to details provided in this special provision and standard drawings for typical limits of non-mow strip and requirements for leave out areas around guardrail posts.

Provide non-mow strip between the edge of pavement and the face of the guardrail when that distance is less than 20 feet.

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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Extend non-mow strip under guardrail to bridge end at locations where concrete approach slabs are used.

When at least one opening between parallel lines of guardrail is less than 20 feet wide, provide non-mow strip the entire area between the lines of guardrail.

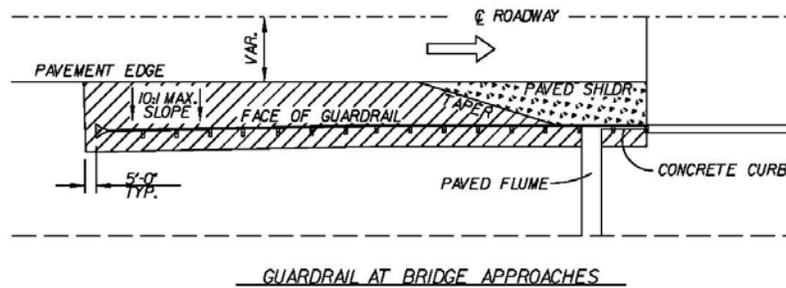
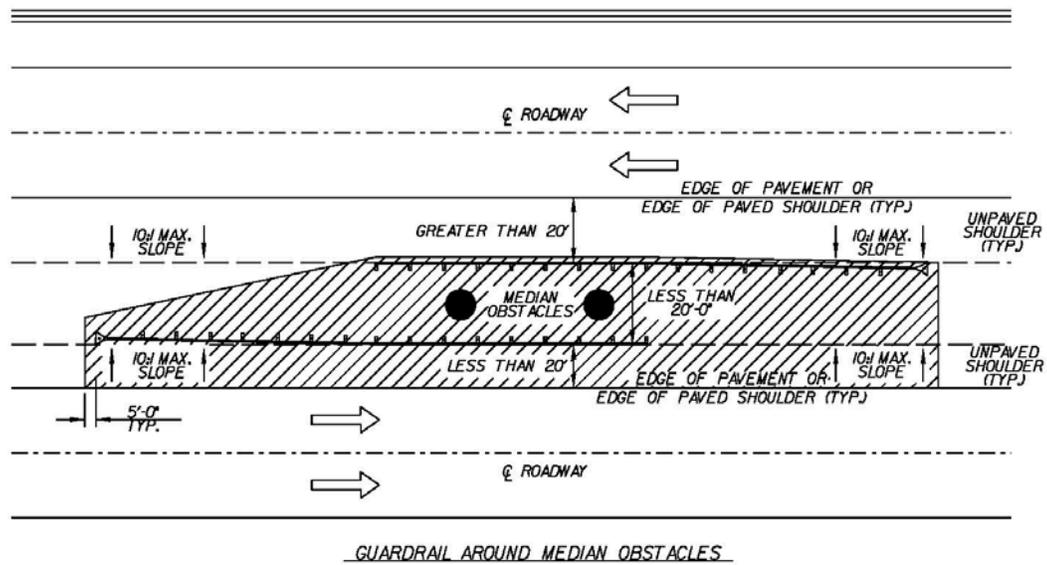
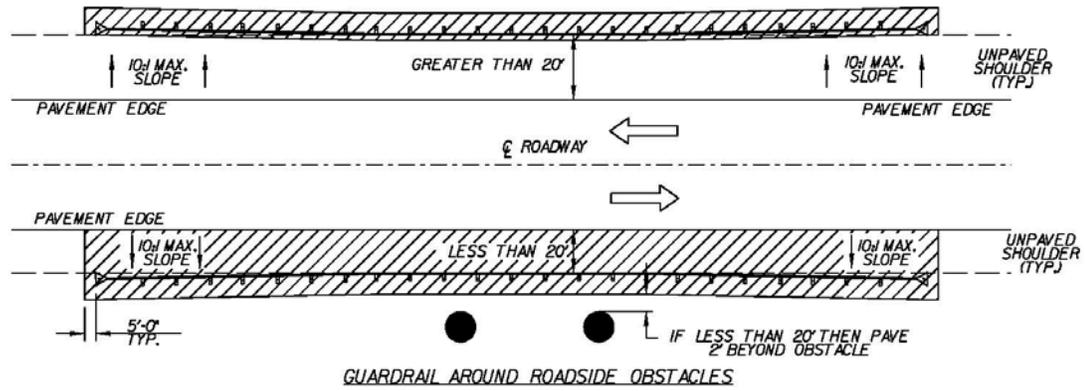
When openings between parallel lines of guardrail are more than 20 feet wide, but obstructions such as bridge columns reduce the access between the guardrail and the obstruction to less than 20 feet and/or the distance between any two obstructions is less than 20 feet then provide non-mow strip for the area with any single point of access less than 20 feet wide.

When areas around obstructions have non-mow strips, no area should remain uncovered that will sustain plant life.

The top of non-mow strips shall be constructed to be flush with surrounding earth shoulders and slopes.

Damage to non-mow strips during subsequent construction, especially during driving of guardrail posts, should be minimized. Any damaged non-mow strip must be restored to its original line and grade to the satisfaction of the Engineer.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS



 ASPHALT, CONCRETE, OR PROPRIETARY NON-MOW STRIP

**(79) SECTION 806: REPAIR EXISTING CONTROL OF ACCESS FENCE:**

Repair, replace or reset any damaged control of access fencing or fence components within the project limits, as directed by the RCE. Remove and dispose of existing fences, trees, brush, stumps,

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

logs, weeds, or other debris that interfere with the construction of the fence. CONTRACTOR's bid shall include 1000 linear feet of Repair of Existing Control of Access Fence. Should the actual length of fence rehabilitation vary from this estimated value by more than 25%, a change order will be generated by the RCE to adjust the contract value based on the actual rehabilitated length of fence as measured by SCDOT inspectors, utilizing a unit price of **\$15.00/LF**, regardless of fence type. Ensure all waste materials and debris generated during this work is disposed of promptly and at appropriate waste facilities.

**(80) 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.

**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.

<b>Bid Item Number</b>	<b>Description</b>	<b>Unit</b>
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA
8091000	RIGHT OF WAY MARKER (REINFORCED CONCRETE)	EA
8091050	RIGHT OF WAY PLAT	LS

**(81) 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.

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:

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

Bid Item Number	Description	Unit
8152020	ANIONIC POLYACRYLAMIDE FOR EROSION CONTROL	MSY
8152025	SOLID FORM ANIONIC POLYACRYLAMIDE	LBS

**(82) 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 *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.

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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:

- 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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the

contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the

## 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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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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.

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**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 SC37**

General Decision Number: SC190037 01/04/2019 SC37

Superseded General Decision Number: SC20180044

State: South Carolina

Construction Type: Highway

Counties: Anderson, Greenville, Laurens, Pickens, Spartanburg and York Counties in South Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 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](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
0                              01/04/2019

SUSC2011-035 09/15/2011

Rates                      Fringes

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

CARPENTER (Form Work Only).....\$ 14.44

CEMENT MASON/CONCRETE FINISHER...\$ 12.64

IRONWORKER, REINFORCING.....\$ 15.02

LABORER

Asphalt Includes Asphalt  
Distributor, Shoveler, and  
Spreader  
Anderson, Greenville,  
Laurens, Pickens,  
Spartanburg.....\$ 11.54  
York.....\$ 11.62  
Common or General  
Anderson.....\$ 9.71  
Greenville, Pickens.....\$ 9.87  
Laurens.....\$ 8.89  
Spartanburg.....\$ 10.05  
York.....\$ 9.63  
Luteman.....\$ 10.76  
Mason tender-  
Cement/Concrete.....\$ 10.40  
Pipelayer.....\$ 13.98  
Traffic Control-Cone Setter.\$ 11.75  
Traffic Control-Flagger  
Anderson, Spartanburg,  
York.....\$ 10.13  
Greenville, Laurens,  
Pickens.....\$ 10.62

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe  
Greenville, Laurens,  
Pickens.....\$ 13.82  
Spartanburg, York.....\$ 13.92  
Bulldozer.....\$ 12.95  
Crane.....\$ 19.73  
Grader/Blade  
Anderson, Spartanburg,  
York.....\$ 13.13  
Greenville, Laurens,  
Pickens.....\$ 12.62  
Hydroseeder.....\$ 11.00  
Loader (Front End).....\$ 16.80  
Mechanic.....\$ 17.75  
Milling Machine.....\$ 11.84  
Paver  
Anderson, Spartanburg,  
York.....\$ 12.93  
Greenville, Laurens,  
Pickens.....\$ 13.61  
Roller  
Anderson, Spartanburg,  
York.....\$ 12.11  
Greenville.....\$ 12.59

**EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

Laurens, Pickens.....	\$ 12.16
Scraper.....	\$ 12.71
Screed.....	\$ 13.09
Tractor.....	\$ 13.28

TRUCK DRIVER

Dump Truck	
Anderson, Spartanburg,	
York.....	\$ 12.75
Greenville.....	\$ 13.17
Laurens, Pickens.....	\$ 12.70
Lowboy Truck	
Anderson, Spartanburg,	
York.....	\$ 13.48
Greenville, Laurens,	
Pickens.....	\$ 13.36

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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](http://www.dol.gov/whd/govcontracts).

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

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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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

(weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

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based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION