

**COUNTY OF GREENVILLE
POINSETT HIGHWAY STREETScape PROJECT
IFB# 23-11/10/16**



**Greenville
County**

**DEPARTMENT OF GENERAL SERVICES
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601**

www.greenvillecounty.org

Phone: 864-467-7200



**GREENVILLE COUNTY COUNCIL
 PROCUREMENT SERVICES DIVISION
 GREENVILLE COUNTY SQUARE
 301 UNIVERSITY RIDGE, SUITE 100
 GREENVILLE, SOUTH CAROLINA 29601-3660**

NOTICE

Date OCTOBER 14, 2016

Sealed bids for providing POINSETT HIGHWAY STREETScape PROJECT subject to the conditions and all provisions set forth herein and attached, will be received at this office until 3:00 P.M., E.D.T., NOVEMBER 10, 2016, then publicly opened. The commodities and/or services must be furnished as described and specified to Greenville County.

SHOW THIS NUMBER ON ENVELOPE

IFB No. #23-11/10/16

PROCUREMENT SERVICES DIVISION

By Nadine Chasteen
Director

	COMMODITIES OR SERVICES	
	<p>GREENVILLE COUNTY IS REQUESTING SUBMISSION OF SEALED BIDS FROM VENDORS TO PROVIDE ALL EQUIPMENT, MATERIALS, LABOR, TOOLS, SUPPLIES, TRANSPORTATION AND FUEL REQUIRED TO CONSTRUCT THE POINSETT HIGHWAY STREETScape.</p> <p>PRICING MUST BE SUBMITTED ON THE BID SHEETS (PAGES 28-32).</p> <p>PLEASE SUBMIT ONE (1) ORIGINAL AND EIGHT (8) COPIES OF YOUR BID.</p> <p>A <u>MANDATORY PRE-BID MEETING</u> WILL BE HELD AT <u>9:00A.M., E.D.T., OCTOBER 20, 2016</u>, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, <u>301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601</u>.</p> <p><u>QUESTIONS</u> CONCERNING THE IFB ARE TO BE SUBMITTED IN WRITING TO NADINE CHASTEEN, CPPO, CPPB, DIRECTOR, GREENVILLE COUNTY PROCUREMENT SERVICES DIVISION, SUITE 100, 301 UNIVERSITY RIDGE, GREENVILLE, SC 29601, BY FAX (864) 467-7304 OR EMAIL <u>nchasteen@greenvillecounty.org</u> NO LATER THAN 5:00 P.M., E.D.T. OCTOBER 27, 2016.</p> <p><u>VENDORS MUST SIGN</u> THE FOLLOWING: PAGE 2, PAGE 32 AND PAGE 95. FAILURE TO SIGN WILL VOID YOUR BID.</p> <p>PLEASE MARK YOUR ENVELOPE TO READ: IFB <u>#23-11/10/16</u>.</p> <p><u>COMPLETE PACKAGE OF PLANS (CD) AND SPECIFICATIONS (HARD COPY) AVAILABLE FOR A NON-REFENDABLE FEE OF \$100.00. THESE ARE AVAILABLE TO BE PICKED UP AT THE PROCUREMENT SERVICES DIVISION, 301 UNIVERSITY RIDGE, SUITE 100, GREENVILLE, SC 29601.</u></p>	

INSTRUCTIONS TO RESPONDENTS

IFB# 23-11/10/16 POINSETT HIGHWAY STREETScape PROJECT

1. Unless otherwise required, submit only one (1) unbound original and eight (8) bound copies of each RFI/RFQ/IFB/Proposals.
2. RFI/RFQ/IFB/Proposals, amendments thereto or withdrawal requests received after the time advertised for opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included.
4. Attach complete specifications for and permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive papers are submitted with RFI/RFQ/IFB/Proposals, enter respondents name thereon.
6. If the article bid upon has a trade name or brand, show same in the RFI/RFQ/IFB/proposal.
7. When required, furnish samples, free of expense, prior to opening of RFI/RFQ/IFB/Proposals. Label each sample with respondents name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 10 days following bid/proposal opening.
8. Show delivery time required after order is received (see below).
9. Address and mark bids/proposals as indicated in the notice.

CONDITIONS

1. The County Agency or Institution submitting this notice reserves the right to reject any and all RFI/RFQ/IFB/Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Time in connection with discount offered will be computed from date of delivery of commodities to carrier, when inspecting and acceptance is at point of origin; or date of delivery at destination; or if laboratory inspection is made part of bid, from date of laboratory report.
4. In case of default of contractor, Greenville County reserves the right to purchase any or all items in default on open market, charging contractor with any excessive costs.
5. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
6. Prices bid must be based upon payment in thirty (30) days. Discounts for payment in less than thirty (30) days will not be considered in making award.
7. The right is reserved, in case of tie bids, to make award considered to be most advantageous to Greenville County.
8. The right is reserved to reject any RFI/RFQ/IFB/Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
9. Unless otherwise indicated by County Agency or Institution submitting this notice, prices must be firm.

RFI/RFQ/IFB/PROPOSAL

(DATE) _____

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if this RFI/RFQ/IFB/Proposal is accepted within _____ days from date of opening, furnish any or all items quoted on at prices as set forth after the item and unless otherwise specified, within _____ days after receipt of order, delivered, all transportation costs included,

Discount will be allowed as follows: 30 calendar days _____ %.

FIRM NAME _____ ADDRESS _____

BY _____
(RFI/RFQ/IFB/PROPOSAL MUST BE SIGNED IN WRITING)

PRINT NAME _____

TITLE _____ EMAIL: _____

PHONE _____ FAX _____

**COUNTY OF GREENVILLE
POINSETT HIGHWAY STREETSCAPE PROJECT
IFB# 23-11/10/16**

SCHEDULE

October 20, 2016	A <u>mandatory pre-bid meeting</u> will be held at <u>9:00 A.M., E.D.T., Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601.</u>
October 27, 2016	All questions must be submitted in writing to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601, by Fax (864)467-7304, or by email nchasteen@greenvillecounty.org , by <u>5:00 P.M., E.D.T.</u>
November 10, 2016	Bids must be delivered to the Procurement Services Division, 301 University Ridge, Suite 100, Greenville, SC 29601 no later than <u>3:00 P.M. E.D.T.</u>
November 10-November 24, 2016	Review of Bids
November 24, 2016	Tentative Date of Award
November 24-December 8, 2016	Contract Negotiations
December 8, 2016	Issue Notice to Proceed



**INVITATION FOR BIDS
POINSETT HIGHWAY STREETScape PROJECT
IFB# 23-11/10/16**

I. Introduction

Greenville County is seeking sealed bids from vendors to provide all equipment, materials, labor, tools, supplies, transportation and fuel required to construct the Poinsett Highway Streetscape Project.

II. Scope of Work

The Contractor will furnish all equipment, materials, labor, tools, supplies, transportation, and fuel required to construct the streetscape for Poinsett Highway (US 276) from 200 LF south of Hammett Street to 300 LF north of Gantt Street. Contractor shall provide all work and materials in accordance with the specifications and drawings (prepared by Davis & Floyd) included as Attachment A of this IFB document and all federal, state and local codes.

The Contractor will name a Superintendent who will be a single point of contact for County Staff. The Superintendent will be ultimately responsible for the coordination, quality control, invoicing, and successful completion of the project. The Superintendent shall also be responsible for efficiently coordinating the paving projects (utility coordination, subcontractors, etc.) furnishing all labor, materials, equipment, tools, transportation and supplies required to complete the project in accordance with specifications and terms of the contract.

The Contractor will implement a QA/QC plan to ensure material and construction practices conform to the most recent published edition of the South Carolina Department of Transportation and contract special provisions, supplemental specifications, and required forms for the construction of this project. The following table lists minimum QA/QC testing:

Item of Activity	Performed By	Responsible Party
Field Testing	Independent Laboratory	Contractor
Road Sub Grade (proof-roll)	Contractor	Contractor
Asphalt (nuclear gauge)	Independent Laboratory	Contractor
Concrete Testing	Conc. Supplier or Laboratory	Contractor
Material Certifications	Material Supplier	Contractor
Asphalt Plant Certification	Independent Laboratory	Contractor
Recycled asphalt	Independent Laboratory	Contractor
Project Daily Safety Report	Project Superintendent	Contractor
Work zone Traffic Control Review	Project Superintendent	Contractor

III. Mandatory Pre-Bid Meeting

A **mandatory pre-bid meeting** will be held **9:00A.M., E.D.T., October 20, 2016,** Procurement Services Division, **301 University Ridge, Suite 100, Greenville, SC 29601.**

IV. Pricing

Pricing shall be listed on the Bid Sheets (pages 28-32). Bid sheet must be signed and each page initialed or bid may be rejected.

V. Bonding

Information on Bid Bonds, Performance and Payment Bonds is listed in the Instructions/Terms and Conditions (page 11).

VI. Liquidated Damages

Liquidated damages will accrue as follows (Reference: South Carolina Department of Transportation Standard Specifications for Highway Construction, Latest Edition):

If the Contractor fails to substantially complete the work by the Contract specified completion date, then it shall be liable for liquidated damages for each calendar date past the Contract specified completion date. The daily liquidated damages rate shall be Five Hundred Dollars (\$500.00). The date of substantial completion shall be determined by County Engineer, and that decision shall be final.

VII. MBE/DME Information

Vendors submitting bids should indicate MBE/WBE areas of involvement. The goal for MBE/WBE for this project is Twelve Percent (12%). More information can be found in the LPA Provisions listed in the Contract Special Provisions, Supplemental Specifications, and Required Forms. The successful bidder shall comply with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin, or physical handicap.

VIII. Submission Procedures, Requirements

A. Submittals

All submissions must be received by **3:00 P.M., E.D.T., November 10, 2016,** and delivered to Greenville County Procurement Services Division, 301 University Ridge, Suite 100, Greenville, South Carolina 29601. If the submission is late the bid will be rejected. There will be no exceptions. Responders submitting bids shall be responsible for all cost of preparing such bids.

Responders to this Invitation for Bids shall closely examine the specific requirements noted herein and the attached Terms and Conditions and submit one (1) unbound original and eight (8) bound copies of their bid to the address listed below. To ensure acceptance of the bid, the Invitation for Bids number (IFB#23-11/10/16) should be clearly shown on the lower left corner of the return envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered.

County of Greenville
Department of General Services
Procurement Services Division, Attn: Procurement Director
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
IFB# 23-11/10/16

B. License and Permits

The contractor shall obtain all applicable licenses, and promptly pay all taxes required by the State of South Carolina, and/or Greenville County.

IX. Inquiries and Addenda

A. Questions

All questions concerning this IFB are to be submitted in writing via fax, electronic mail, or regular mail to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, to the address listed below, no later than **5:00 P.M., E.D.T., October 27, 2016**. Please refer all questions in writing about this Invitation for Bids and project to:

County of Greenville
Nadine Chasteen, CPPO, CPPB, Director
Procurement Services Division
301 University Ridge, Suite 100
Greenville, South Carolina 29601-3665
Phone: (864) 467-7206
Fax:(864) 467-7304
E-mail: nchasteen@greenvillecounty.org

All inquiries and responses will be distributed to all vendors known to have received the IFB document. The County will not be responsible for or bound by any oral instructions made by any employee(s) of the County in regard to this IFB.

B. Addenda

This IFB represents the most definite statement Greenville County will make concerning information upon which bids are to be based. Any changes to this IFB will be in the form of a written addendum, which will be furnished to all vendors who are listed with the County as having received an IFB document. No addenda will be issued later than five (5) working days prior to the date for receipt for bids except an addendum which, if

necessary, postpones the date for receipt of bids or cancels this IFB. Venders shall acknowledge receipt of all addenda with their Bid.

X. General Information

A. Proprietary Information

The County of Greenville is a public body and governed by the South Carolina Freedom of Information Act. Documents submitted to the County relating to this Invitation for Bids are subject to requirements of the Freedom of Information Act and may be deemed public records.

B. Errors and Omissions

The Responder will not be allowed to take advantage of any errors or omissions in the Invitation for Bids. Where errors or omissions appear in the IFB, the Responder shall promptly notify the County of Greenville in writing of such error or omission it discovers. Any significant error, omission and/or inconsistency in the specifications are to be reported as soon as possible but no later than five (5) days before such time the response is to be submitted.

C. Withdrawal of Bid

An official representative of a Responder may withdraw a Responder's response at any time prior to the bid submission deadline. Acceptable proof establishing that he/she is the representative of the Responder must be provided.

D. Non-Endorsement

If the County awards contract, the successful Responder shall not issue any news release or other statement relating to the award or servicing of the agreement which state or imply the County of Greenville's endorsement of the successful Responder's services.

XI. Insurance

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance except Worker's Compensation, Automobile Liability, and Professional Errors and Omissions, as regards ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement

and acceptance should be included in the same section of the Certificate of Insurance that evidences the “Additional Insured” provision.

- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to **County's** IFB# 23-11/10/16.
- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

\$1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Umbrella/Excess Coverage

\$5,000,000 per occurrence over primary insurance

Environmental Impairment Liability

\$1,000,000 per occurrence

\$2,000,000 per aggregate

No deviation from this coverage's will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

XII. Evaluation Criteria

The award is based on the lowest responsive and responsible bid.

XIII. Illegal Immigration Reform Act Compliance

By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

XIV. Safety, Health, and Security

Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor's activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor's safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

XV. Sample Contract

A sample Contract is attached for review.



**COUNTY OF GREENVILLE
PROCUREMENT SERVICES DIVISION
POINSETT HIGHWAY STREETSCAPER PROJECT
IFB #23-11/10/16**

INSTRUCTIONS/TERMS AND CONDITIONS:

1. IFB Opening and Award: Bids will be examined promptly after opening and each bid will be announced to all participants. However, no decision will be made until Procurement and the user Division have had ample time to review each bid. However, award will be made at the earliest possible date. The County reserves the right to award in whole or in part, by item, group of items, geographic area or by section where such action serves the County's best interest. The contract will be awarded to the bid that meets the requirements and criteria set forth in the invitation for bid. No bid may be withdrawn for a period of sixty (60) days after bid opening date. Bids, whether mailed or hand delivered, must be received and time/date stamped in the Procurement Services Office by the closing time and date indicated on the bid. Bids received after the bid closing time/date will not be accepted. By submission of a bid, you are guaranteeing that all goods and services meet the requirement of the solicitation during the contract period.
2. Rights Reserved by Greenville County: Greenville County reserves the right to reject any and all bids, any portion thereof, and waive any technicalities. Accordingly, the right is reserved to make awards in the best interest of the County. Integrity, reputation, experience and past performance will be heavily weighed in bid evaluation. This solicitation does not commit the County of Greenville to award a contract, to pay any costs incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
3. Responders Qualification: Responders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidders ability to provide the products or services requested herein.
4. Responders Responsibility: Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to be acquainted with existing conditions shall in no way relieve the bidder of any obligations with respect to this bid or to any contract as a result of this bid.
5. References: The County requires bidders to list at least three (3) references, names, addresses and telephone numbers of contact persons for companies with whom the bidder has performed or provided similar work, service or product.
6. Waiver: The County reserves the right to waive any Instructions to Bidders, General or Special Terms and Conditions, specifications, or technicalities when it is deemed to be in the best interest of the County to do so.
7. Rejection: Greenville County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to pricing of like

bids; or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

8. Bid form: Each bidder must submit a bid on the form provided. The bidder shall sign his bid correctly or the bid may be rejected. If the bid shows any omissions, alteration of form, unauthorized additions, a conditional bid or any irregularities of any kind, bid may be rejected. Bid may not be accepted on any other form than the bid form provided.
9. Questions: Questions shall be submitted in writing to Nadine Chasteen, CPPO, CPPB, Director, Procurement Services Division, County of Greenville, 301 University Ridge, Suite 100 by Fax (864) 467-7304 or by E-Mail to nchasteen@greenvillecounty.org by 5:00 P.M., E.D.T., October 27, 2016.
10. Bid Bond: Bidders shall submit with their bid a bid bond in the amount of 5% of the bid price. This bond may be in the form of Bid Bond from the American Institute of Architects, Certified Check, Cashier's or Bank Money Order of any national or state bank and shall be made payable to Greenville County. Bids submitted without being accompanied by any of the foregoing as required, shall be considered informal and will be rejected. Any bid accompanied by a bid bond not properly executed in the opinion of the County Attorney, may be rejected. The bond will be forfeited to the County by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and bond are not promptly and properly executed.
11. Return of Bid Bond: When bids are awarded, the Purchasing and Contracts Division will return immediately all checks, except that of the successful bidder. The check of the successful bidder will be returned upon compliance with the performance and payment bond requirements.
12. Performance and Payment Bond: The successful bidder, within fifteen (15) working days after acceptance of the bidder's offer by the County, shall furnish a satisfactory performance and payment bond in the amount of the total bid price. The performance and payment bond must be received by the county prior to issuance of an executed contract and Notice to Proceed. The fifteen (15) working days may be extended upon written approval by the Purchasing Manager. A copy of the written approval shall be transmitted to the successful bidder stating the terms of any extension. In the event that the bidder fails to deliver to the County Purchasing and Contracts Division the performance and payment bond in said period of fifteen (15) working days after acceptance of the bidder's offer by the County, then the bid bond of the bidder shall be retained by the County in its entirety and the award will be withdrawn from the bidder. The Bond must have approval by the County Attorney's Office before it is made effective. The successful bidder shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond will insure that the successful bidder will promptly make payments to all persons supplying labor or materials to the bidder; and shall guarantee to indemnify and save the County, its officers, divisions, and employees harmless from all costs, damages, and expenses growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the specifications in the matter of making, furnishing and/or delivering said work or supplies. The Performance and Payment Bond will be in effect for one year after completion of the contract.

13. Availability of Bonding Agency: In addition, the bonding company must have an agent available to meet with County officials to clarify and explain the County's responsibility in maintaining the integrity of the bond.
14. Specification Changes, Additions and Deletions: All changes in specifications shall be in writing in the form of an addendum and furnished to all bidders. The County of Greenville shall not be responsible for any verbal information given by any employees of the County of Greenville in regard to this bid.
15. Number of Bid Copies: Please submit One (1) Original and Eight (8) Copies of your bid.
16. Bid Changes: Bids, amendments thereto or withdrawal requests received after the advertised time for bid opening, shall be void regardless of when they were mailed.
17. Bid Price: The bid price presented as a result of these specifications shall be for the contract period. The bid shall be acceptable for sixty (60) days from the date of opening. All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluids may be cause for rejection. No bid shall be altered or amended after specified time for opening.
18. Federal, State and Local Laws: The contractor assumes full responsibility and liability for compliance with any and all local, state and federal laws and regulations applicable to the contractor and his employees including, but not limited to, compliance with the EEO guidelines, the Occupational Safety and Health Act of 1970, and minimum wage guidelines.
19. Tie Bids: In the case of tie bids, the County reserves the right to make the award based on the factors outlined in Section 3-202 of the Procurement Ordinance, or in what it considers to be in the best interest of the County.
20. Deduction and Holdbacks: In addition to the County's right of termination, the County shall be entitled to full reimbursement for any costs incurred by the County by reason of the contractor's failure to perform or to satisfactorily perform its responsibilities and duties. Such costs may include, but are not limited to, the cost of using the County's employees or employees of any other entity to perform the obligations of the contract. The County may obtain any such reimbursement by deduction from payments otherwise due to the contractor or by any other proper and lawful means. All deductions from any money due the contractor are to be as liquidated damages and not as a penalty. It is the County's intent to give the contractor a reasonable opportunity whenever practicable, to correct any such failure to perform or satisfactorily perform its responsibilities and duties. In no circumstances shall any uncorrected situation extend for more than five (5) days. The County will make the following deductions from the contract sum in the event that the contractor fails to perform any of the required work within the required time limits in the event the County carries out the work using its forces or another contractor.
 1. For use of County's forces – actual cost involved.
 2. For use of another contractor – the amount charged by said contractor.

The County reserves the right to hold back and/or withhold part of complete payments for unsatisfactory work, deficiencies, etc. until said defects are satisfactorily corrected or cleared.

21. Evaluation Criteria: **The award is based on the lowest responsive and responsible bid.**
22. Quality: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
23. MBE/WBE Participation – Affirmative Action:
 - A. MBE/WBE – Vendors submitting bids are encouraged to solicit MBE/WBE participation in fulfilling their contract. Indicate in your response any MBE/WBE areas of involvement for monitoring purposes.
 - B. The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, age, sex, national origin or physical handicap.
24. Default: In case of default by vendor the County may procure the item or services from other sources and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against the vendor's performance bond, if any, and/or by suit against vendor.
25. Termination: This contract is subject to termination for failure to comply with the specifications, terms and conditions by the County or the contractor upon written notice by registered mail. Such termination will be effective not less than ten (10) days nor more than sixty (60) days after receipt of such notice from the County nor less than thirty (30) days nor more than sixty (60) days after receipt by the County from the contractor. Receipt of notice by one party to terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination the County shall be responsible to pay the contractor only for work satisfactorily completed upon the effective date of termination and shall not be responsible for any other charges.
26. Termination for Convenience: Greenville County may terminate for convenience any contract resulting from this solicitation by providing sixty (60) calendar days advance written notice to the vendor.
27. Non-Appropriation: Any contract entered into by the County resulting from this invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
28. Incorporation of Bid into Contract: The terms, conditions, and specifications of this bid and the selected firm's response are to be incorporated into the contract.

29. S.C. Law Clause: Upon award of contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder understands and agrees to be bound to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and conflicts or future conflicts under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
30. Assignment Clause: Successful bidder will be required to give the County ninety (90) days notice in the event of a change in the ownership of this contract. The County is under no obligation to continue this contract with an assignee. No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.
31. Indemnification: The contractor agrees to indemnify and save harmless the County of Greenville and all County officers, agents and employees from any and all claims, suits, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the County, its officers, agents and employees.
32. Deviations from Specifications: Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheets(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
33. Minor Deviations: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.
34. Price Reductions: By submitting a bid in response to this solicitation, bidder guarantees that Greenville County is receiving the lowest price offered by bidder's company for like items/services to other customers. If at any time during the contract period, bidder offers a lower price to another customer, upon discovery Greenville County shall reserve the right to take any or all of the following actions:
- a) Cancel the contract, if it is currently in effect;
 - b) Determine the amount, which the County was overcharged and submit a request for payment from the bidder for that amount or deduct the difference from any amount due the bidder;

c) Demand that the bidder offer the County the same pricing schedule;

d) Take the necessary steps to collect any performance surety provided on the applicable contract.

35. Contractor License Requirement: The contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local Laws, ordinances and regulations, which in any manner affect the fulfillment of his contract and shall comply with the same.

36. Conflict of Interest Statement: The contractor may become involved in situations where a conflict of interest could occur due to individual or organizational activities within the County. The vendor, by submitting a bid, is in essence assuring the County that his company, and/or subcontractors, is in compliance with all federal, state, and local conflict of interest laws, statutes, and regulations.

37. Insurance:

The contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST on all policies of insurance except Worker's Compensation and Professional Errors and Omissions regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the wavier of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the contractor's insurance agent or broker to the County within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB# 23-11/10/16.
- D. Contractor will provide County a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) are canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.

- E. Contractor agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policies shall contain a waiver of subrogation in favor of and/or that applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Umbrella/Excess Coverage

\$5,000,000 per occurrence over primary insurance

Environmental Impairment Liability

\$1,000,000 per occurrence

\$2,000,000 per aggregate

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

38. Contracts: The County reserves the option to prepare and negotiate its own contract with the vendor, giving due consideration to the stipulations of the vendor's contracts and associated legal documents. Vendors should include with their submittal a copy of any proposed standard contract.
39. Contractor Liability: The contractor assumes full responsibility for all injuries to, or death of any person and for all damage to property, including property and employees of the County and for all claims, losses or expense which may in any way arise out of the performance of the work, whether caused by negligence or otherwise; and the contractor shall indemnify and save the County harmless from all claims, losses, expense, or suits for any such injuries, death or damages to property, and from all liens, losses, expenses, claims or causes of action of any sort which may arise out of the performance of the work, and shall defend, on behalf of the County and suit brought against the County for attorney's fees and for all other expenses incurred by the County in connection with or as a result of any such suit, claims, or loss. Under no

circumstances and with no exception will Greenville County act as arbitrator between the contractor and any subcontractor. The contractor will be solely responsible for compliance with building code requirements, all dimensions, and all conditions relating to his work under this contract. Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.

40. Sub-Contracting: The contractor shall not subcontract any portion of this contract without proper written approval from the County.
41. Non-Collusion: The contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.
42. Prohibition of Gratuities: Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of the contract shall offer or give, directly or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or promise any obligations, or contract for future reward or compensation at any time during the term of this contract.
43. Publicity Releases: Contractor agrees not to refer to the award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
44. Public Record: All information submitted relating to this bid, except for proprietary information, shall become part of the public record to the extent required by the Freedom of Information Act. Vendors shall be responsible for clearly marking all information submitted that is proprietary based on the Freedom of Information Act. The County assumes no responsibility for the release of information not clearly and properly labeled as proprietary.
45. Precedence: In the event of conflict between the terms and conditions and the specifications, the more restrictive instruction shall take precedence unless stated otherwise in the specifications.
46. Illegal Immigration Reform Act Compliance: By submitting an offer, Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to Contractor and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by Contractor and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this

chapter is guilty of a felony, and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both.” Contractor agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub- subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

47. Safety, Health, and Security: Contractor shall be solely responsible for its activities, that of its employees on the site and activities of its consultants, contractors and/or subcontractors for maintaining a safe job site. Contractor’s activities and activities of its consultants, contractors and/or subcontractors shall comply with all local, state, and federal safety regulations and their enforcement agencies. Contractor shall at all times conduct its operations under this Contract in a manner to avoid risk of endangerment to the health and safety of persons and property. The Contractor shall have sole responsibility for implementing its safety and health programs, taking all safety and health precautions necessary and continuously inspecting all equipment, materials and work to prevent, discover, determine and correct any conditions which might result in personal injury, equipment damage or damage to property or the public. Contractor’s safety, health and security programs shall be in compliance with all regulatory requirements and shall furnish accident, incident, injury, and other records and reports required by the Occupational Safety and Health Administration, State and Local laws, or by the County.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, by and between the **COUNTY OF GREENVILLE**, a political subdivision of the State of South Carolina, having its principle place of business at 301 University Ridge, Greenville, S.C. 29601 ("**COUNTY**"), and _____, located at _____ ("**CONTRACTOR**").

IN CONSIDERATION of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD**

This Agreement shall begin on the effective date of the Notice to Proceed, and shall remain in effect until _____, 2016, unless extended by the County, or otherwise terminated as hereinafter provided. The County may elect to extend the contract by providing notice to the Contractor at least thirty (30) days prior to the termination date.

2. **PROJECT SCOPE**

COUNTY has employed **CONTRACTOR** to provide all equipment, materials, labor, tools, supplies, transportation and fuel required to construct the streetscape of Poinsett Highway. The services to be provided by **CONTRACTOR** are more particularly described in **COUNTY'S** IFB#23-11/10/16 and in **CONTRACTOR'S** response to IFB#23-11/10/16 received _____, which are both attached hereto and incorporated herein by reference. **CONTRACTOR** acknowledges that it is an independent contractor and that it will at all times act as such. Nothing in this Agreement shall be deemed to constitute **CONTRACTOR** or any of its employees as the agent, representative or employee of **COUNTY**, or create a joint venture between the parties.

3. **PAYMENT TERMS**

3.1 **COUNTY** agrees to pay **CONTRACTOR** for the services described in the Project Scope an amount not to exceed _____.

3.2 **CONTRACTOR** will submit invoices to the **COUNTY**. Such invoices shall include a detailed listing of charges. **COUNTY** shall notify **CONTRACTOR** within ten (10) days of receipt of invoice of any dispute with the invoice and **CONTRACTOR**, upon such notice, shall provide back-up data to **COUNTY**. **COUNTY** and **CONTRACTOR** will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by **COUNTY** and is past due thirty (30) days from the date the invoice is received. If payment on undisputed invoice amounts remains past due sixty (60) days from the date the invoice is received by **COUNTY**, then **CONTRACTOR** shall have the right to either suspend all work under this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 13.2. **COUNTY** shall, prior to making payment on any invoice, withhold ten (10%) percent from any payment due. The amounts so withheld shall be released to **CONTRACTOR** upon satisfactory completion of the Project.

- 3.3 Approval and/or payment of such invoices shall not in any way relieve **CONTRACTOR** of its liability to **COUNTY** for deficiencies in the performance of its services. **COUNTY'S** approval or acceptance of, or payment for any of the services shall not operate as a waiver of any rights to which **COUNTY** may be entitled.
- 3.4 **NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**
- 3.5 **IT IS UNDERSTOOD AND AGREED BY THE PARTIES THAT IN THE EVENT FUNDS ARE NOT APPROPRIATED IN THE CURRENT FISCAL YEAR OR ANY SUBSEQUENT FISCAL YEAR, THIS CONTRACT WILL BECOME NULL AND VOID AND THE COUNTY WILL ONLY BE REQUIRED TO PAY FOR SERVICES COMPLETED TO THE SATISFACTION OF THE COUNTY.**

4. **CHANGES**

- 4.1 **COUNTY** may, at any time, in writing, and within the general scope of this Agreement, make "Request for Changes" in the services or work to be performed. In the event **CONTRACTOR** is requested to perform additional services or work not contemplated by this Agreement, **CONTRACTOR** will promptly notify **COUNTY** if such change causes an increase in **CONTRACTOR'S** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work, such request must be in writing. In the event **CONTRACTOR** is requested to reduce the performance of services or scope of work **COUNTY** shall be entitled to a decrease in the amount of compensation to be paid to **CONTRACTOR** accordingly.
- 4.2 All change orders must be in writing to be valid, and no services for which any additional compensation will be charged by **CONTRACTOR** shall be furnished without the written authorization of **COUNTY**.
- 4.3 **COUNTY** may add to or reduce the scope of work by generating mutually agreed upon contract exhibits to this basic agreement.

5. **WARRANTIES**

In addition to any express and/or implied warranties provided to **COUNTY** by law, **CONTRACTOR** warrants to **COUNTY** that the performance of the services covered by this Agreement will be competent to perform the tasks undertaken, that the product of such paving services will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective. In the event any of the work is found to be defective or not in accordance with this Agreement within one (1) year after completion of the contract services, **CONTRACTOR** will promptly

correct the work without additional compensation from **COUNTY**, upon written notice from **COUNTY**. All corrective work shall be completed within thirty (30) days of receipt of written notice from **COUNTY**. Establishment of the one year time period in this section relates only to the duty of **CONTRACTOR** to specifically correct the work.

6. **WITHHOLDING PAYMENT**

COUNTY has the right, but not the obligation, to withhold funds to the extent and only to the extent necessary to protect **COUNTY** from loss because of:

- a) Defective work not remedied by **CONTRACTOR** within a reasonable time or for which **CONTRACTOR** has failed to initiate a remedy within a reasonable time;
- b) Claims of third parties against **COUNTY** or **COUNTY'S** property for which **CONTRACTOR** is liable;
- c) Failure by **CONTRACTOR** to pay subcontractors or others in a prompt and proper fashion the amounts due and owing to such subcontractor or others relating to the Project.
- d) Evidence that the balance of the work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- e) Evidence that the work will not be completed in the time required for final completion;
- f) Persistent failure to carry out the work in accordance with this Agreement, or
- g) Damage to the **COUNTY** or a third party to whom the **COUNTY** is, or may be, liable and for which **CONTRACTOR** is liable pursuant to the terms of this Agreement.

7. **RIGHT TO STOP WORK**

In the event **CONTRACTOR** fails to perform the work in accordance with this Agreement, **COUNTY** may order **CONTRACTOR** to stop the work and **COUNTY** may then perform the work in accordance with Section 8, below, or terminate this Agreement in accordance with Section 13.1.2. In such event, **CONTRACTOR** shall immediately obey such stop work order.

8. **COUNTY'S RIGHT TO PERFORM WORK**

In the event **CONTRACTOR'S** work is stopped pursuant to Section 7, above, entitled "Right to Stop Work", and **CONTRACTOR** fails to provide adequate assurance to **COUNTY**, within seven (7) days of such stoppage, that the cause of such stoppage will be eliminated or corrected, then **COUNTY** may proceed to carry out the subject work or terminate this Agreement. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the documented and agreed to cost of correcting the deficiencies, including any professional services and expenses necessitated thereby. If the unpaid portion of the Contract Price is insufficient to cover the amount due **COUNTY**, **CONTRACTOR** shall pay the difference to **COUNTY**; provided, however if **COUNTY** stops the work, takes over a portion of or all of the work and performs the work, then **CONTRACTOR'S WARRANTY OBLIGATIONS** relating to such work performed by **COUNTY** shall be null and void.

9. **INDEMNIFICATION.**

CONTRACTOR agrees to assume responsibility for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, including employees and property of **COUNTY**, caused by or resulting from any negligent act or omission of **CONTRACTOR** or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. **CONTRACTOR** shall defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. **CONTRACTOR** expressly agrees to defend against any claims brought or filed against **COUNTY**, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

10. **INSURANCE.**

The Contractor is responsible for and must have all required insurance listed below and shall not commence work under the associated contract until it has obtained all insurance required, and the County has approved such insurance in writing, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. All insurance policies shall be maintained for the life of the contract.

- A. **THE COUNTY SHALL BE NAMED AS "ADDITIONAL INSURED" FOR ITS INTEREST** on all policies of insurance, except Worker's Compensation, Auto Liability and Professional Errors and Omissions, regarding ongoing operations, products and completed operations, and this shall be noted on the face of the Certificate of Insurance. As a part of the certificate of insurance requirement the contractor shall also include acknowledgement and acceptance of the waiver of subrogation provision granted to the County of Greenville. This acknowledgement and acceptance should be included in the same section of the Certificate of Insurance that evidences the "Additional Insured" provision.
- B. Certificates for all such policies of insurance shall be provided by the **Contractor's** insurance agent or broker to the **County** within 10 working days from the date of Notice of Award.
- C. All Certificates of Insurance submitted shall provide on the face of the certificate reference to County's IFB #23-11/10/16.
- D. **Contractor** will provide **County** a minimum of 30 days advance notice in the event the insurance policies (or an insurance policy) is canceled. Subcontractors approved to perform work on this project are subject to all of the requirements in this Section.
- E. **Contractor** agrees to maintain and keep in force during the life of this Agreement, with a company or companies authorized to do business in South Carolina, the

following insurance policies:

Comprehensive General Liability:

1,000,000 per occurrence - combined single limit / \$2,000,000 general aggregate, to include products and completed operations.

Automobile Liability:

\$1,000,000 per occurrence - combined single limit (Coverage shall include bodily injury and property damage and cover all vehicles including owned, non-owned and hired)

Statutory Worker's Compensation:

Coverage A - State of SC

Coverage B - Employers liability

\$1,000,000 Each Accident

\$1,000,000 Disease, Per Employee

\$1,000,000 Disease, Policy Limit

Policy shall contain a waiver of subrogation in favor of and/or applies to the County of Greenville, its departments, agencies, boards, employees, and commissions for losses from work performed by or on behalf of the contractor.

Umbrella/Excess Coverage

\$5,000,000 per occurrence over primary insurance

Environmental Impairment Liability

\$1,000,000 per occurrence

\$2,000,000 per aggregate

No deviation from these coverages will be accepted unless, in the County's sole discretion, it is more advantageous to the County, i.e., \$1,000,000 - a \$2,000,000 or \$5,000,000 limit would be acceptable.

11. **PERFORMANCE AND PAYMENT BOND**

Contractor shall furnish a satisfactory Performance and Payment Bond in the amount of the total contract price no later than fifteen (15) business days after the date of the Notice of Award. The Bond must have approval by the County Attorney's Office before it is made effective. The **Contractor** shall have as surety a corporate surety authorized to act as surety in South Carolina. The Performance and Payment Bond shall remain in effect for one year after completion of the contract.

12. **ILLEGAL IMMIGRATION REFORM ACT COMPLIANCE**

By submitting an offer, **Contractor** certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws (originally enacted as Section 3 of The South Carolina Illegal Immigration Reform Act , 2008 S.C. Act No. 280) and agrees to

provide upon request any documentation required to establish either: (a) the applicability of Title 8, Chapter 14 to **Contractor** and any subcontractors or sub-subcontractors; or (b) the compliance with Title 8, Chapter 14 by **Contractor** and any subcontractor or sub-subcontractor. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." **Contractor** agrees to include in any contracts with its subcontractors language requiring the subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in any contracts with the sub-subcontractors language requiring the sub-subcontractor to comply with the applicable requirements of Title 8, Chapter 14. In the event any contractor, subcontractor and/or sub-subcontractor is found not to be in compliance with the SC Immigration Reform Act [hereinafter "The Act"], the contractor agrees to fully indemnify the County for any loss suffered by the County as a result of such contractor, subcontractor or sub-subcontractor's failure to comply with the Act.

13. **TERMINATION**

13.1 **TERMINATION BY COUNTY**

13.1.1 This Agreement may be terminated by **COUNTY** upon fifteen (15) days written notice at **COUNTY'S** election. In the event of termination at **COUNTY'S** election and not due to the fault of **CONTRACTOR**, **CONTRACTOR** will be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

13.1.2 Should **CONTRACTOR** default or persistently fail or neglect to carry out the work in accordance with the terms of this Agreement, **COUNTY** may by written notice to **CONTRACTOR**, without prejudice to any other right or remedy under this Agreement, terminate the employment of **CONTRACTOR** and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereon owned by **CONTRACTOR** as well as all drawings, plans and specifications and finish the work by whatever methods **COUNTY** may deem expedient; provided, however, prior to such termination, **CONTRACTOR** shall be given notice of the default and an opportunity to cure such default within seven (7) days. Such termination shall be deemed "for cause". Should this Agreement be terminated "for cause", **CONTRACTOR** shall not be entitled to any further payment. In the event the actual and documented cost of finishing the work, including compensation for professional services and expenses made necessary thereby, if any, exceed the unpaid balance, **CONTRACTOR** shall pay the difference to **COUNTY**. This obligation for payment shall survive the termination of this Agreement.

13.2 **TERMINATION BY CONTRACTOR**

Should **COUNTY** fail to make payment on any undisputed invoice amount within sixty (60) days of receipt of such invoice, **CONTRACTOR** may elect to either suspend the work or terminate this Agreement; provided, however, prior to termination, **COUNTY**

shall be given notice of the default and an opportunity to cure such default within seven (7) days. Should this Agreement be terminated by **CONTRACTOR**, **CONTRACTOR** shall be entitled to be paid only for the work actually completed to the satisfaction of the **County** as of the date of termination.

14. **CLEANING THE SITE AND SAFETY**

- 14.1 **CONTRACTOR** shall keep the site reasonably clean during performance of the work. **CONTRACTOR** shall dispose of all refuse at a South Carolina DHEC approved landfill.
- 14.2 **CONTRACTOR** shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the job and other persons who may be affected thereby; (2) the work and materials and equipment to be incorporated herein; and (3) other property at or adjacent to the site.
- 14.3 **CONTRACTOR** shall give notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

15. **ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. **SUBCONTRACTS**

- 16.1 **CONTRACTOR** shall promptly furnish to **COUNTY**, in writing, the bid list proposed by **CONTRACTOR** to act as subcontractors on the Project. **COUNTY** shall, within seven (7) days, reply to **CONTRACTOR**, in writing, stating any objections **COUNTY** may have to such proposed subcontractors. **CONTRACTOR** may enter into a subcontract with any subcontractor on the approved bid list. **CONTRACTOR** shall not be required to enter into a subcontract with any subcontractor to whom **CONTRACTOR** has objection.
- 16.2 All subcontractors shall provide performance and payment bonds in accordance with bonding requirements set forth in the Greenville County procurement policies and shall name **COUNTY** as an additional obligee on such bonds.
- 16.3 All subcontractors will be required to furnish Certificates of Insurance to the **County** in accordance with all of the requirements set forth in Section 10 of this Agreement.

17. **NOTICES**

All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

COUNTY

Nadine Chasteen, CPPO, CPPB
Director
County of Greenville
Procurement Services Division
301 University Ridge, Suite 100
Greenville, SC 29601

CONTRACTOR

Any party may change the person to whom notices are to be sent by giving ten (10) days written notice of such change to the other party.

18. **APPLICABLE LAW AND VENUE**

18.1 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18.2 **CONTRACTOR** and **COUNTY** further agree that this Agreement shall be deemed to have been made and performed in Greenville County, South Carolina. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Greenville County, South Carolina.

19. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

CONTRACTOR shall comply with all federal, state and local statutes, ordinances and regulations, and shall obtain all permits that are applicable to this Agreement.

20. **SUCCESSORS AND ASSIGNS**

CONTRACTOR and **COUNTY** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

21. **SEVERABILITY**

Should any section, paragraph, clause, phrase, or provision of this Agreement be adjudged invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

22. **ENTIRE AGREEMENT**

This Agreement, along with the provisions contained in **COUNTY'S** IFB #23-11/10/16, and **CONTRACTOR'S** RESPONSE TO IFB #23-11/10/16, attached hereto, represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be:

- A. Any Change Order or Amendment signed and executed by the parties;
- B. This Agreement;
- C. **CONTRACTOR'S RESPONSE TO IFB #23-11/10/16**
- D. Addenda to **COUNTY'S IFB# 23-11/10/16**
- E. **COUNTY'S IFB #23-11/10/16.**

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

WITNESSES:

CONTRACTOR

By: _____

Its: _____

COUNTY

By: _____

Bob Taylor, Chairman
Greenville County Council

By: _____

Joseph M. Kernell
County Administrator

ATTEST:

Theresa B. Kizer, c.c.c.
Clerk to Council



**Greenville
County**

**GREENVILLE COUNTY
PROCUREMENT SERVICES DIVISION
GREENVILLE COUNTY SQUARE
301 UNIVERSITY RIDGE, SUITE 100
GREENVILLE, SOUTH CAROLINA 29601-3660**

**POINSETT HIGHWAY STREETScape PROJECT
IFB# 23-11/10/16
BID FORM**

<u>Item</u>					
<u>Number</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
1031000	MOBILIZATION	LS	NEC		
1032010	BONDS AND INSURANCE	LS	1		
1050800	CONST. STAKES, LINES & GRADES	EA	1		
1071000	TRAFFIC CONTROL	LS	1		
1080300	CPM PROGRESS SCHEDULE	LS	1		
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1		
2011000	CLEARING & GRUBBING WITHIN THE RIGHT OF WAY	LS	1		
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	LF	4400		
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	333		
2031000	UNCLASSIFIED EXCAVATION	CY	300		
2033000	BORROW EXCAVATION	CY	5,525		
2081001	FINE GRADING	SY	3,000		
3069900	MAINTENANCE STONE	TON	300		
3100310	H/M ASPH. BASE CR.-TYPE A	TON	530		
4011004	LIQUID ASPHALT BINDER PG64-22	TON	295		
4012060	FULL DEPTH ASPHALT PATCHING 6" UNIFORM	SY	150		
4013990	MILL. EXIST. ASPH. PVMT. VARIABLE	SY	24,500		
4020320	H/M ASPH.INTERMEDIATE CR.TYPE B	TON	1,950		
4030320	H/M ASPH.SURF.CR. TYPE B	TON	2,930		
4030360	H/M ASPH. SURF.CR.TYPE E	TON	234		
6020104	C.Z.CHANGABLE MESSAGE SIGN	EA	2		
6051120	PERMANENT CONSTRUCTION SIGNS	SF	464		
6092100	TEMP. CLEAR PAVEMENT MARKINGS MONO 4" X 4"	EA	140		
6092155	TEMP. YELLOW PM BI-DIR 4" X 4"	EA	530		
6250005	4"WH.BRKN.LINE-GAP EX-F.D.PNT.	LF	4,200		
6250010	4" WHITE SOLID LINE	LF	1,245		
6250012	6" WHITE SOLID LINE	LF	1,395		
6250015	8"WH.SLD(CRSSWLK&CHANN)F.D.PNT	LF	7,575		
6250025	24"WH.SLD.LNE-STOP/DIA-F.D.PNT	LF	1,560		
6250030	WH.SING.ARRW-LT, STR, RT-F.D.PNT	EA	12		
6250035	WH.WORD MESSAGE-"ONLY"-F.D.PNT	EA	12		

<u>Item</u>					
<u>Number</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
6250050	HANDICAP SYMBOL - F.D. PNT	EA	1		
6250105	4" YELLOW BROKEN LINE (GAPS EXCLUDED) F.D. PNT	LF	2,100		
6250110	4"YEL.SLD.LNE-PVT EDGE-F.D.PNT	LF	28,650		
6271005	4" WH.BRKNLINE THERMO -90 MIL.	LF	1,400		
6271010	4" WHITE SOLID LINE THERMO	LF	415		
6271012	6" WHITE SOLID LINE	LF	465		
6271015	8" WH. SLDLNES THERMO.-125 MIL	LF	2,525		
6271025	24" WH SLDLNES THERMO-125 MIL.	LF	520		
6271030	WHITE SGL ARROWS THERMO-125MIL	EA	4		
6271035	WH.WORD MESS"ONLY"-THERMO-125M	EA	4		
6271050	HANDICAP SYMBOL - THERMO.-125MIL	EA	1		
6271064	4"YEL.BRKN.LNES.- THERMO. 90MIL	LF	700		
6271074	4"YEL.SLD.LNES.- THERMO. 90MIL	LF	9,550		
6280112	6"YEL.SLD.LNES.- ON CURB - THERMO. 90MIL	LF	275		
6300005	PERM.CLR PAV.MARK MONO. 4"X 4"	EA	70		
6301005	PERM.YEL.PAV.MARK MONO-DIR 4X4	EA	265		
6301100	PERM.YEL.PAV.MARK BI-DIR 4"X4"	EA	30		
6510105	FLAT SHEET,TYPE III,FIXED SIZE	SF	200		
6510108	FLAT SHEET,TYPE III, SIZE DETERMINED BY MESS.	SF	24		
6531210	U-SEC.POST FOR SGN SUPP. - 3P	LF	270		
6750232	6.0" SCHEDULE 40 PVC CONDUIT	LF	2,025		
6750275	1.0" SCHEDULE 80 PVC CONDUIT	LF	300		
6750278	2.0" SCHEDULE 80 PVC CONDUIT	LF	1,300		
675027C	3.0" SCHEDULE 80 PVC CONDUIT	LF	60		
675027S	2.0" SCHEDULE 80 PVC CONDUIT DIRECTIONAL BORE	LF	770		
675027Z	ADDITIONAL CONDUIT IN DIRECTIONAL BORE	LF	1,140		
6770388	NO. 14 COPPER WIRE, 4 CONDUCTOR-BLACK	LF	2,550		
6770389	NO. 14 COPPER WIRE, 4 CONDUCTOR-GRAY	LF	3,410		
6770393	NO. 14 COPPER WIRE, 8 CONDUCTOR-BLACK	LF	2,450		
6770394	NO. 14 COPPER WIRE, 8 CONDUCTOR-GRAY	LF	1,200		
6770413	NO. 14 COPPER WIRE, 1 CONDUCTOR LOOP WIRE	LF	5,700		
6770470	FIBER OPTIC CONDUCTOR LOOP	LF	150		
6780495	SAWCUT FOR LOOP DETECTOR	LF	1,650		
6800500	MODIFY ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	3		
6800518	13"X24"X18"D ELECT. FLUSH U.G. ENCLOSURE HD	EA	27		
6800528	17X30X18D ELEC. FLUSH U.G. ENCLOSURE HD	EA	3		
6825484	10' BREAKAWAY ALUM. PEDISTAL POLE AND BASE	EA	4		
6845511	332/336 CABINET ASSEM. BASE MTD	EA	3		

<u>Item</u>					
<u>Number</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
	+FOUNDATION				
6865720	12" 1-WAY-4-SECTIONAL TRAFFIC SIGNAL	EA	1		
6865723	12" 1-WAY-3-SECTIONAL TRAFFIC SIGNAL	EA	25		
6865784	COUNTDOWN PEDESTRIAN SIGNALHEAD CLAMSHELL LEFT	EA	11		
6865785	COUNTDOWN PEDESTRIAN SIGNALHEAD CLAMSHELL RIGHT	EA	9		
6865794	PED PUSH BUTTON MICRO ASSEMBLY	EA	8		
6865831	VEHICLE TRAFFIC SIGNAL HEAD MOUNTING ASSEMBLY	EA	12		
6865834	BACKPLATE WITH RETROREFLECTIVE BORDERS	EA	26		
6885982	REMOVE FOUNDATION FOR STEEL STRAIN POLE	EA	9		
6885990	REMOVAL, SALVAGE, & DISPOSAL OF EXIST. TS	LS	3		
6885992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL	LS	3		
6888082	FACTORY TERMINATED PATCH PANEL	EA	2		
6888166	POWDER COAT PER MAST ARM OVER BASE	EA	12		
6888177	21' STEEL POLE TWIN MAST ARMS 38' & 46'	EA	1		
6888177	21' STEEL POLE TWIN MAST ARMS 58' AND 60'	EA	1		
6888179	21, STEEL POLE 58' MAST ARM	EA	2		
6888179	21, STEEL POLE 46' MAST ARM	EA	1		
6888179	21, STEEL POLE 38' MAST ARM	EA	2		
6888179	21, STEEL POLE 48' MAST ARM	EA	2		
6888179	21, STEEL POLE 64' MAST ARM	EA	1		
6888194	POWDER COATING OPTION FOR 10' ALUM.PED. POLE	EA	4		
7055020	ALUMINUM PIPE HANDRAIL	LF	50		
7011401	CONC./STRUC-CL.4000(RET.WALL)	CY	29		
7143618	18" SMOOTH WALL PIPE	LF	1,089		
7143624	24" SMOOTH WALL PIPE	LF	688		
7182000	BRICK MASONRY (REINFORCED)	CY	23		
7191005	CATCH BASIN -TYPE 1 CB - TYPE 1	EA	1		
7191205	CATCH BASIN -TYPE 9	EA	1		
7191605	CATCH BASIN -TYPE 16	EA	7		
7191615	CATCH BASIN- TYPE 16 SPECIAL	EA	1		
7191625	CATCH BASIN -TYPE 17	EA	7		
7191650	CATCH BASIN -TYPE 18	EA	3		
7192010	DROP INLET (24" X 24")	EA	1		
7192020	DROP INLET(24" X 36")	EA	4		
7192260	48" X 48" JUNCTION BOX	EA	1		
7197110	ADJUST CATCH BASIN	EA	2		
7197120	ADJUST MANHOLE	EA	14		
7197150	ADJUST JUNCTION BOX	EA	1		

<u>Item</u>					
<u>Number</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
7197130	ADJUST DROP INLET	EA	2		
7198291	CATCH BASIN T-17 (CONVERT C.B. TYPE 5)	EA	5		
7198293	CATCH BASIN T-18 (CONVERT C.B. TYPE 7)	EA	1		
7198495	MANHOLE-CONVERT CATCH BASIN	EA	3		
7198540	DROP INLET (24" X 36")- CONVERT CB T-5	EA	1		
7203110	CONCRETE CURB AND GUTTER(1'-6") VERTICAL FACE	LF	6,100		
7203120	CONCRETE CURB AND GUTTER(1'-6") - SLOPING FACE	LF	890		
7204100	CONCRETE SIDEWALK(4" UNIFORM)	SY	3,310		
7205000	CONCRETE DRIVEWAY(6" UNIFORM)	SY	2,760		
7206000	CONCRETE MEDIAN	SY	15		
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	600		
7209100	SURFACE APPLIED DETECTABLE WARNING SURFACE	SY	40		
8051100	STEEL BEAM GUARDRAIL	LF	100		
8051250	GUARDRAIL W-BEAM BRIDGE CONNECTOR	EA	1		
8051300	STEEL BEAM GUARDRAIL THRIE	LF	50		
8052210	END ANCHOR TYPE B	EA	2		
8052600	THRIE BEAM BRIDGE CONNECTOR	EA	5		
8055050	ADDITIONAL LENGTH FOR GUARDRAIL POST	LF	111		
8057050	END ANCHOR TYPE T (TL-2)	EA	2		
8068142	ORNAMENTAL STL.PICK.FENCE-42"	LF	330		
8072000	RESET CHAINLINK FENCE	LF	320		
8091010	RIGHT OF WAY MARKER REBAR AND CAP	EA	40		
8091050	RIGHT OF WAY PLAT	EA	1		
8100100	PERMANENT COVER	AC	1		
8100200	TEMP. COVER (1/2 PERM. COVER)	AC	1		
8101115	HYDRAULIC MULCH (SUM OF TEMP. & PERM. COVER)	AC	2		
8104005	NITROGEN (10% * 1,000 LB /AC)	LB	100		
8104010	PHOSPHORIC ACID (10% * 1,000 LB /AC)	LB	100		
8104015	POTASH (10% * 1,000 LB /AC)	LB	100		
8105005	AG LIME (2,000 LB/AC)	LB	2,000		
8109050	WATERING (10,860 GAL/AC)	GAL	54,300		
8109901	MOWING (TWICE THE SUM OF TEMP. & PERM. COVER)	AC	4		
8110003	LANDSCAPING	LS	1		
8110220	DOUBLE SHREDDED HARDWOOD MULCH	SF	42,534		
8151110	TEMP. EROSION CONTROL BLANKET	MSY	1.08		
8152004	INLET STRUCT.FILT.-T-F(WEIGHT)	LF	426		
8152007	SEDIMENT TUBES	LF	300		
8153000	SILT FENCE	LF	4,000		
8153090	REPLACE/REPAIR SILT FENCE	LF	400		
8154050	REM/SILT RETAIN BY SILT FENCE	LF	1,000		

<u>Item</u>					
<u>Number</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	550		
8161510	TRASH RECEPTICAL (OUTSIDE)	EA			
8999045	SITE ELECTRICAL AND LIGHTING - COMPLETE	LS	1		
9607003	BENCH, STEEL (OUTSIDE)	EA	20		
9607007	BICYCLE PARKING RACK	EA	10		
9608001	IRRIGATION SYSTEM	LS	1		
	FURNISH AND INSTALL ETHERNET EQUIPMENT	EA	3		
	FACTORY TERMINATED PATCH PANEL 300' TAIL	EA	1		
	4" BLUE SOLID LINE (HANDICAP PARKING)	LF	20		
	TYPE 16 - CONVERT T-1	EA	1		
	TOTAL				

Vendor Name (Please Print)

Date

Authorized Signature

Printed Name

Initials

Attachment A

SHEET NO.	1
TOTAL SHEETS	10

INDEX OF SHEETS

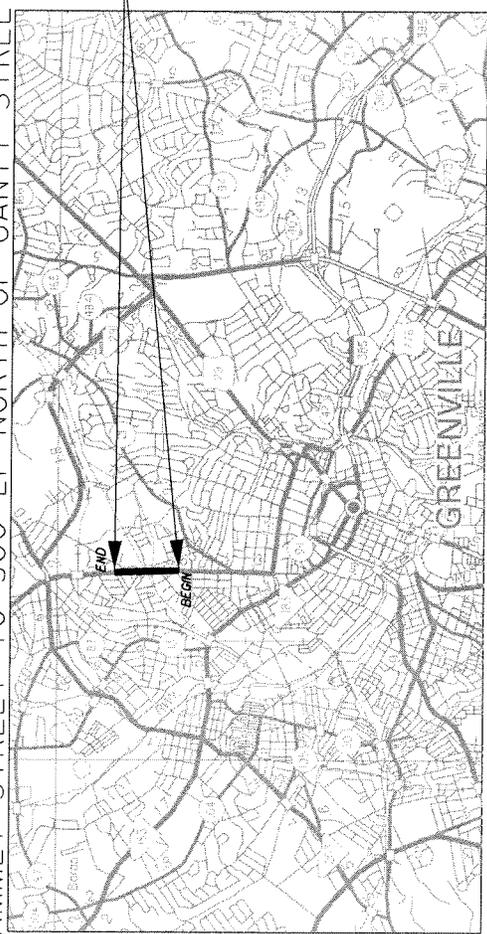
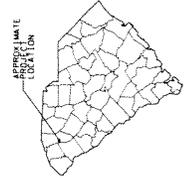
SHEET #	DESCRIPTION	SHEET TOTALS
1	The Sheet	1
2-2B	Summary of Estimated Quantities	3
2C	Moving & Displacements	1
3	Typical Sections	1
4-4A	Right-of-Way Data Sheet	2
4B	Property Strip Map	1
5	General Construction Note	1
5A-5B	Reference Data Sheet/Index Sheet	2
5C	Grading Plan for Loop St.	1
6-6A	Plan and Profile Sheets	4
6B-6D	Drainage Sheets	7
100-106	Curb Profile Sheets	6
101-106	Traffic Control Plan	6
107-108	Landscape Plans	2
109-110	Pavement Marking and Signage Plans	2
111-113	Traffic Signal Plans	3
D1	Wall Detail Sheet	1
E1	Erosion Control Data Sheet	1
X1-X26	Cross Sections	26
	TOTAL SHEETS	100

GREENVILLE COUNTY SOUTH CAROLINA

CONSTRUCTION PLANS

PLAN AND PROFILE OF PROPOSED COUNTY ROAD PROJECT ID: P026998

US-276 (POINSETT HIGHWAY)
STREET IMPROVEMENT FROM 200 LF SOUTH OF
HAMMET STREET TO 300 LF NORTH OF GANTT STREET



PROJECT LIMITS FOR
POINSETT HIGHWAY
STA 06+00 TO STA 14+92.50

ENVIRONMENTAL PERMIT INFORMATION	
USACE PERMIT	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
NEPA DOCUMENT	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
401 CERTIFICATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
OCRM GAP	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
NAVIGABLE WATERS	SC <input type="checkbox"/> USGS <input type="checkbox"/> USACE <input checked="" type="checkbox"/> N/A

Hydraulic Design Reference for these plans is the:
2009
Edition of SCODOT's "Requirements for
Hydraulic Design Studies"

Design Reference for these plans is the:
2001
AASHTO "A Policy on Geometric Design of
Highways and Streets"

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 811
SOUTH CAROLINA AT 800-411-
7352
ALL UTILITIES MARKED BY THE NUMBER OF 800-411-
7352

240 STONERIDGE DRIVE
COLUMBIA, SC 29210
803.236.4151

DAVIS Engineering
FLOYD Architecture
Environmental & Laboratory Services
GREENWOOD • HILLCREST • GREENVILLE
FLORENCE • HICKORY NC

RAILROAD INVOLVEMENT?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
-----------------------	---

TRAFFIC DATA	
2016	ADT <u>30,345</u>
2036	ADT <u>54,803</u>
	TRUCKS <u>12</u> %

	US-276	SIZE ROADS	TOTAL	FEET	MILES
NET LENGTH OF ROADWAY	0.00	0.00	0.00	0.00	0.00
NET LENGTH OF BRIDGES	0.00	0.00	0.00	0.00	0.00
NET LENGTH OF PROJECT	0.00	0.00	0.00	0.00	0.00
LENGTH OF EXCEPTIONS	0.00	0.00	0.00	0.00	0.00
GROSS LENGTH OF PROJECT	0.00	0.00	0.00	0.00	0.00

EQUALITIES IN STATIONING
NONE

NOTE: CHECK ALL MEASUREMENTS OF DISTANCES ON THE PLANS IN THE OFFICE. ALL MATERIALS AND WORKMANSHIP ON THIS PROJECT SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION. STATIONING SHALL BE IN ACCORDANCE WITH THE STANDARD DRAWINGS OF ROAD CONSTRUCTION IN EFFECT AT THE TIME OF LETTING.

NPDES PERMIT INFORMATION	
NPDES Discharge	Area = <u>2.67</u> Acres(s)
NPDES Permitted	Area = <u>2.66</u> Acres(s)
Approximate Location of Roadway Is	
Begin	Latitude <u>34.9227</u>
	Longitude <u>82.2482</u>
End	Latitude <u>34.9259</u>
	Longitude <u>82.2482</u>
Hydraulic and NPDES design provided by: DAVIS & FLOYD, INC.	
Design may be obtained from the SCDOT Regional Production Group	

Approved for Right Of Way Acquisition:
Erik S. Dickey
Consultant Engineer of Record
Date _____

FOR CONSTRUCTION: _____ DATE _____
ENGINEER OF RECORD

CONSULTING ENGINEERING FIRM

SUMMARY OF ESTIMATED QUANTITIES

CONSTRUCTION PLANS

PROJECT NO.	103998	SHEET NO.	2	TOTAL SHEETS	2
STATE	SC	COUNTY	GREENVILLE	PROJECT	US-276

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT	DESCRIPTION	ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT	DESCRIPTION
103200	BONDS AND INSURANCE	1	LS		627025	24" WHITE SOLID LINE - (STOP AND DIAGONAL LINES) - THERMO	520	LF	
107000	TRAFFIC CONTROL	1	LS		627030	WH SING. ARROW - LT STRT - THERMO	4	EA	
201000	CLEARING AND GRUBBING WITHIN THE RIGHT OF WAY	1	LS		627035	WH WORD MESSAGE - "ONLY" - THERMO	4	EA	
202400	REMOVAL AND DISPOSAL OF EXISTING CURB	4,400	LF		627050	HANDICAP SYMBOL - THERMO	1	EA	
2027000	REMOVAL AND DISPOSAL OF EXISTING CONCRETE	300	CY		627064	4" YELLOW BROKEN LINE - (GAP EXCLUDED) - THERMO	700	LF	
203000	UNCLASSIFIED EXCAVATION	333	CY		627074	4" YELLOW SOLID LINE - (NO PASSING ZONE) - THERMO	9550	LF	
2032000	BORROW EXCAVATION	5,525	CY		628012	6" YELLOW SOLID LINE - ON CURB THERO	275	LF	
2081001	FINE GRADING	3,000	CY		650005	PERMANENT CLEAR PAVEMENT MARKER MONO-DIRECTIONAL - 4" X 4"	70	EA	
3089900	MAINTENANCE STONE	300	TON		650005	PERMANENT YELLOW PAVEMENT MARKER MONO-DIRECTIONAL - 4" X 4"	285	EA	
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	300	TON		650100	PERMANENT YELLOW PAVEMENT MARKER BI-DIRECTIONAL - 4" X 4"	30	EA	
401004	LIQUID ASPHALT BINDER PG64-22	295	TON		651005	FLAT SHEET, TYPE 3, FIXED SIZE	200	SF	
402060	FULL DEPTH ASPHALT PATCHING 6" UNIFORM	150	SY		651008	FLAT SHEET, TYPE 3, SIZE DETERMINED BY MESSAGE OVERHEAD	24	SF	
403990	MILLING EXISTING ASPHALT PAVEMENT - VARIABLE	24,500	SY		65310	U-SECTION POST FOR SIGN SUPPORTS - 3P	270	LF	
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1950	TON		6760232	6.0" SCHEDULE 40 PVC CONDUIT	2025	LF	
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	2,930	TON		6760275	1.0" SCHEDULE 80 PVC CONDUIT	300	LF	
4030360	HOT MIX ASPHALT SURFACE COURSE TYPE E	234	TON		6760278	2.0" SCHEDULE 80 PVC CONDUIT	1,300	LF	
602004	C.T. ELEC. CHANG. MESS. SIGN MANT	2	EA		676027C	3.0" SCHEDULE 80 PVC CONDUIT	60	LF	
605120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	464	SF		676027S	2.0" SCHEDULE 80 PVC COND. DIR. BORED	770	LF	
609200	TEMPORARY CLEAR PAVEMENT MARKER MONO-DIR. 4" X 4"	140	EA		676027Z	ADDITIONAL CONDUIT IN DIRECTIONAL BORE	1,140	LF	
609255	TEMPORARY YELLOW PAVEMENT MARKER BI-DIRECTIONAL 4" X 4"	530	EA		6770388	NO. 14 COPPER WIRE, 4 CONDUCTOR-BLACK	2,550	LF	
6250005	4" WHITE BROKEN LINE - (GAPS EXCLUDED) - F.D.P.	4,200	LF		6770389	NO. 14 COPPER WIRE, 4 CONDUCTOR-GRAY	3,410	LF	
6250010	4" WHITE SOLID LINE - (PAVEMENT EDGE LINE) - F.D.P.	1,245	LF		6770393	NO. 14 COPPER WIRE, B CONDUCTOR-BLACK	2,450	LF	
6250012	6" WHITE SOLID LINE - (PAVEMENT EDGE LINE) - F.D.P.	1395	LF		6770394	NO. 14 COPPER WIRE, B CONDUCTOR-GRAY	1,200	LF	
6250015	8" WHITE SOLID LINE - (CROSSWALK AND CHANNELIZATION) - F.D.P.	7,575	LF		6770413	NO. 14 COPPER WIRE, 1 CONDUCTOR LOOP WIRE	5,700	LF	
6250025	24" WHITE SOLID LINE - (STOP AND DIAGONAL LINES) - F.D.P.	1,560	LF		6770470	FIBER OPTIC CABLE-SINGLE MODE	1,650	LF	
6250030	WH SING. ARROW - LT STRT - F.D.PNT	4	EA		6780495	SAWCUT FOR LOOP DETECTOR	3	EA	
6250035	WH WORD MESSAGE - "ONLY" - F.D.PNT	4	EA		6800500	MODIFY ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	27	EA	
6250050	HANDICAP SYMBOL, F.O.	1	EA		6800518	13"X24"X18"0 ELEC. FLUSH UNDERGROUND ENCLOSURE - (STR. POLY. CONC.) HD	3	EA	
625005	4" YELLOW BROKEN LINE - (GAPS EXCLUDED) - F.D.P.	2,100	LF		6800528	17X30X180 ELEC. FLUSH UNDERGROUND ENCLOSURE/HD	4	EA	
625010	4" YELLOW SOLID LINE - (NO PASSING ZONE) - F.D.P.	28,650	LF		6825484	10" BREAK-AWAY ALUMINUM PEDESTAL POLE AND BASE	3	EA	
627005	4" WHITE BROKEN LINE - (GAPS EXCLUDED) - THERMO	1,400	LF		6845511	332/336 CABINET ASSEMBLY - BASE MTD INCLUDING FOUNDATION	1	EA	
627010	4" WHITE SOLID LINE - (PAVEMENT EDGE LINE) - THERMO	415	LF		6865720	12" 1-WAY-4 SECTION-RAV/VA VEHICLE TRAFFIC SIG	25	EA	
627012	6" WHITE SOLID LINE - (PAVEMENT EDGE LINE) - THERMO	465	LF		6865723	12" 1-WAY - 3 SECTION (R/T/G) VEHICLE TRAFFIC SIGNAL	11	EA	
627015	8" WHITE SOLID LINE - (CROSSWALK AND CHANNELIZATION) - THERMO	2,525	LF		6865784	COUNTDOWN PEDESTRIAN SIGNAL HEAD CLAMHELL LEFT			

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NO. 103998 PROJECT NO. 103998 SHEET NO. 2 OF 2

DATE: 10/15/10

SCALE: 1"=10'

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.

SUMMARY OF QUANTITIES
US-276 (POINSETT HWY)

SCALE: 1"=10' RITE. US-276. DWG. NO. 2

SUMMARY OF ESTIMATED QUANTITIES

CONSTRUCTION PLANS

FED. RD. DIST. NO.	STATE	COUNTY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
1	S.C.	GREENVILLE	PO2599B	US 276	2A

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
7197130	ADJUST DROP INLET	2	EA
7198291	CATCH BASIN T-17 (CONVERT C.B. TYPE 5)	5	EA
7198293	CATCH BASIN T-18 (CONVERT C.B. TYPE 7)	1	EA
7198495	MANHOLE CONVERT CATCH BASIN	3	EA
7198540	DROP INLET (24" X 36") - CONVERT C.B. T-5	1	EA
7203110	CONCRETE CURB & CUTTER (16")	6,100	LF
7203120	CONCRETE CURB & CUTTER (18") SLOPING	890	LF
7204100	CONCRETE SIDEWALK (4" UNIFORM)	3,310	SY
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	2,780	SY
7206000	CONCRETE MEDIAN	15	SY
7209000	PEDESTRIAN RAMP CONSTRUCTION	690	SY
7209100	SURFACE APPLIED DETECTABLE WARNING SURFACE	40	SY
8051000	STEEL BEAM GUARDRAIL	100	LF
8051250	GUARDRAIL W-BEAM BRIDGE CONNECTOR	1	EA
8051300	STEEL BEAM GUARDRAIL (THREE)	50	LF
8052210	END ANCHOR-TYPE B	2	EA
8052600	THREE BEAM G.R. BRIDGE CONN.	5	EA
8055050	ADDITIONAL LENGTH POST FOR GUARDRAIL	111	LF
8057050	END ANCHOR-TYPE T (1L, 2)	2	EA
8068142	ORNAMENTAL STEEL PICKET FENCE 42"	330	LF
8072000	RESET CHAIN-LINK FENCE	320	LF
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	40	EA
8091050	RIGHT OF WAY PLAT	1	EA
8100100	PERMANENT COVER	1	AC
8100200	TEMPORARY COVER	1	AC
8101115	HYDRAULIC MULCH (HW)	2	AC
8104005	NITROGEN	100	LB
8104010	PHOSPHORIC ACID	100	LB
8104015	POTASH	100	LB
8105005	AG-LIME	2,000	LB
8109050	SELECTIVE WATERING	54,300	GAL
8109053	LANDSCAPING	1	LS
8109220	DOUBLE SHREDDED HARDWOOD MULCH	42,534	SF
8109310	TEMPORARY EROSION CONTROL BLANKET	108	MSY

ITEM NO.	PAY ITEM	QUANTITY	PAY UNIT
6865285	COUNTDOWN PEDESTRIAN SIGNAL HEAD CLAMHELL RIGHT	9	EA
6865294	RED PUSH BUTTON MICRO ASSEMBLY (9"x15" O AND SIGN (R-10-3E))	8	EA
6865831	VEHICLE TRAFFIC SIGNAL HEAD MOUNTING ASSEMBLY FOR MAST ARMS	12	EA
6865834	BACKPLATE WITH RETROREFLECTIVE BORDERS FOR TRAFFIC SIGNAL	26	EA
6865982	REMOVE FOUNDATION FOR STEEL STRAIN POLE 18" BELOW GRADE	9	EA
6865990	REMOVAL, SALVAGE, & DISPOSAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	3	LS
6865992	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	3	LS
6868082	FACTORY TERMINATED PATCH PANEL	2	EA
6868166	POWDER COAT PER MAST ARM OVER BASE	12	EA
6868177	27" STEEL POLE WITH TWIN MAST ARMS 38" AND 46" INCLUDING FOUNDATION	1	EA
6868177	27" STEEL POLE WITH TWIN MAST ARMS 58" AND 60" INCLUDING FOUNDATION	1	EA
6868179	27" STEEL POLE WITH 58" MAST ARMS INCLUDING FOUNDATION	2	EA
6868179	27" STEEL POLE WITH 46" MAST ARMS INCLUDING FOUNDATION	1	EA
6868179	27" STEEL POLE WITH 38" MAST ARMS INCLUDING FOUNDATION	2	EA
6868179	27" STEEL POLE WITH 48" MAST ARMS INCLUDING FOUNDATION	2	EA
6868179	27" STEEL POLE WITH 64" MAST ARMS INCLUDING FOUNDATION	1	EA
6868194	POWDER COATING OPTION FOR 10" ALUMINUM PEDESTAL POLE	4	EA
7055020	ALUMINUM PIPE HANDRAIL	50	LF
701401	CONCRETE FOR STRUCTURES CLASS 4000 (RETAINING WALL)	29	CY
7143618	18" SMOOTH WALL PIPE	1089	LF
7143624	24" SMOOTH WALL PIPE	688	LF
7182000	BRICK MASONRY (REINFORCED)	23	CY
7191005	CATCH BASIN - TYPE 1	1	EA
7191209	CATCH BASIN - TYPE 9	1	EA
7191605	CATCH BASIN - TYPE 16	7	EA
7191615	CATCH BASIN - TYPE 16 SPECIAL	1	EA
7191625	CATCH BASIN - TYPE 17	7	EA
7191650	CATCH BASIN - TYPE 18	3	EA
7192010	DROP INLET (24"x24")	1	EA
7192030	DROP INLET (24"x36")	4	EA
7192160	48"x48" JUNCTION BOX	1	EA
7197110	ADJUST CATCH BASIN	2	EA
7197120	ADJUST MANHOLE	14	EA

DAVIS Engineering
Architecture
FLOYD Environmental & Laboratory Services
GREENWOOD - GREENVILLE - GREENVILLE

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

SUMMARY OF QUANTITIES
US-276 (POINSETT HWY)

FOR PRELIMINARY QUOTE ONLY
CONSTRUCTION QUANTITIES

REV. NO. 1
DATE 10/1/2015
BY [Signature]

SCALE 1"=100'

DATE 10/1/2015

BY [Signature]

GREENVILLE COUNTY
RIGHT-OF-WAY DATA SHEET

CONSTRUCTION PLANS

FED. ROAD DIST. NO. 100
S.C. DIST. NO. 100
S.C. DIST. NO. 100
S.C. DIST. NO. 100

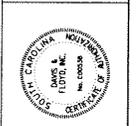
TRACT NO.	PROPERTY OWNER	TAX MAP REFERENCE	TOTAL TRACT ACRES	DITCH ACRES			ORIGIN			REMAINDER LEFT B ACRES	REMAINDER RIGHT B ACRES	DATE ACQUIRED	TYPE OF INSTRUMENT	DITCH PERMITS (YES)	SLOPE PERMITS (YES)	DRAINAGE STRUCTURE PERMITS (YES)	EROSION CONTROL PERMITS (YES)	ENTRANCE CONSTRUCTION PERMITS (YES)	REMARKS
				DITCH ACRES	LEFT	RIGHT	LEFT	RIGHT	TOTAL										
36	CHAPMAN, WILLIAM B	017200010150	0.26																
37	PALETTE REA. ESTATE TRUST	017200010140	0.85																
38	MCANNEY, JOE C	017200010130	0.51																
39	MCANNEY, JOE C	017200010120	0.17																
40	MCANNEY, JOE C	017200010110	0.17																
41	MCANNEY, JOE C	017200010100	0.99																
42	KOLOKOTHAS, LEDA C	017200010090	0.58																
43	WELLMON, MARVIN W	017200010080	0.81	0.01 (186.57)	0.01 (186.57)	0.01 (186.57)	0.01 (186.57)	0.01 (186.57)	0.01 (186.57)	0.01 (186.57)			YES	YES	YES	YES			
44	WELLMON, MARVIN W	017200010070	0.17	0.01 (132.57)	0.01 (132.57)	0.01 (132.57)	0.01 (132.57)	0.01 (132.57)	0.01 (132.57)	0.01 (132.57)			YES	YES	YES	YES			
45	WELLMON, MARVIN W	017200010060	0.19	0.01 (181.57)	0.01 (181.57)	0.01 (181.57)	0.01 (181.57)	0.01 (181.57)	0.01 (181.57)	0.01 (181.57)			YES	YES	YES	YES			
46	WELLMON, MARVIN W	017200010050	0.21	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)			YES	YES	YES	YES			
47	EXPRESSIONS UNLIMITED, INC	017200010040	0.43	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)	0.01 (168.57)			YES	YES	YES	YES			
48	GREENVILLE HUMANE SOCIETY	017200010030	0.04																
49	VALDON, ROY	017200010020	0.41																
50	MALDON ASSOCIATES PROPERTIES	017200010010	0.46																

NOTES:
 A. TOTAL ACRES INCLUDES HIGHLAND MARSH AND OTHER UNDEVELOPED AREAS. OBTAINING WILL BE SHOWN IN SQUARE FEET. TOTAL ACRES SHOWN IN PARCELS UNDER SQUARE FEET IN THIS TABLE. TOTAL ACRES SHOWN IN PARCELS UNDER SQUARE FEET IN THIS TABLE. TOTAL ACRES SHOWN IN PARCELS UNDER SQUARE FEET IN THIS TABLE.
 B. SHOW REMAINDER IN SQUARE FEET WHEN LESS THAN 0.25 ACRE.

SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN
 COLUMBIA, S.C.
 RIGHT OF WAY DATA
 US-276 (PONSETT HIGHWAY)
 SCALE 1" = 100' N.T.S. R.E. US-276 DWG. NO. 4A

REVISIONS
 NO. BY DATE DESCRIPTION OF REVISION
 4
 3
 2
 1

DAVIS Engineering
FLOYD Architect
 Environmental & Laboratory Services
 GREENWOOD, CLARENDON, HICKORY AND GREENVILLE



SCALE: 100,0000 / 1" = 100'
 PLOT DRIVER: 7/11/2015
 PLOTED: 7/11/2015

GREENVILLE COUNTY GENERAL CONSTRUCTION NOTES

PROJECT NO.	PROJECT NAME	DATE
1000000	1000000	10/27/10

SCDHEC STANDARD NOTES

- IF NECESSARY, SLOPES WHICH EXCEED 1:1 OR VERTICAL FEET SHOULD BE STABILIZED WITH SYNTHETIC OR VEGETATIVE MATS. IN ADDITION TO PROCEEDINGS, IT MAY BE NECESSARY TO BRING THE SLOPE TO GRADE. DURING CONSTRUCTION, TEMPORARY BERMS MAY BE NEEDED UNTIL THE SLOPE IS BROUGHT TO GRADE.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW.
 - MEASURES MUST BE INITIATED AS SOON AS PRACTICABLE.
 - MEASURES MUST BE INITIATED WITHIN 14 DAYS, WHERE PROZON GROUND CONDITIONS, STABILIZATION BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE INSPECTED ONCE EVERY CALENDAR WEEK, IF PERIODIC INSPECTION OR OTHER INFORMATION INDICATES THAT A BMP HAS BEEN INAPPROPRIATELY OR INCORRECTLY INSTALLED, THE PERMITTEE MUST ADDRESS THE NECESSARY REPLACEMENT OR MODIFICATION REQUIRED TO CORRECT THE BMP WITHIN 48 HOURS OF IDENTIFICATION.
- PROVIDE SILT FENCE AND/OR OTHER CONTROL DEVICES, AS MAY BE REQUIRED, TO CONTROL SOIL EROSION DURING DRAINAGE CONSTRUCTION. ALL DISTURBED AREAS SHALL BE CLEANED, GRADED, AND STABILIZED WITH GRASSING IMMEDIATELY AFTER THE STORM DRAINAGE INSTALLATION. ANY WATERS OF THE STATE.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED DURING ALL PHASES OF CONSTRUCTION UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES. ALL CONSTRUCTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE SCDHEC EROSION CONTROL DEVICES. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED.
- THE CONTRACTOR MUST TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD ONTO PAVED ROADWAYS FROM CONSTRUCTION AREAS AND THE GENERATION OF DUST. THE CONTRACTOR SHALL DAILY REMOVE MUD/SOIL FROM PAVEMENT, AS MAY BE REQUIRED.
- RESIDENTIAL SUBDIVISIONS REQUIRE EROSION CONTROL FEATURES FOR INFRASTRUCTURE, AS WELL AS FOR INDIVIDUAL LOT CONSTRUCTION. INDIVIDUAL PROPERTY OWNERS SHALL FOLLOW THESE PLANS DURING CONSTRUCTION OR OBTAIN APPROVAL OF AN INDIVIDUAL PLAN IN ACCORDANCE WITH S.C. REG. 72-200 ET SEQ. AND SC900000.
- TEMPORARY DIVERSION BERMS AND/OR DITCHES WILL BE PROVIDED AS NEEDED DURING CONSTRUCTION TO PROTECT WORK AREAS FROM UPSLOPE RUNOFF AND/OR TO DIVERT SEDIMENT-LOADED WATER TO APPROPRIATE TRAPS OR STABLE OUTLETS.
- ALL WATERS OF THE STATE, MOSTLY INCLUDING WETLANDS, ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN ALL AREAS WHERE A 50-FOOT BUFFER CANNOT BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WGS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WGS.
- OUTLETER CONSTRUCTION DEBRIS, OILS, FUELS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT, SUCH AS STYROFOAM, BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
- A COPY OF THE SWPPP INSPECTION RECORDS AND RAINFALL DATA MUST BE RETAINED AT THE CONSTRUCTION SITE OR A NEARBY LOCATION, EASILY ACCESSIBLE DURING NORMAL BUSINESS HOURS, FROM THE DATE OF COMMENCEMENT OF CONSTRUCTION ACTIVITIES TO THE DATE THAT FINAL STABILIZATION IS REACHED.
- INITIATE STABILIZATION MEASURES ON ANY EXPOSED STEEP SLOPE (3% OR GREATER) WHERE LAND-DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED, AND WILL NOT RESUME FOR A PERIOD OF 7 CALENDAR DAYS.
- MINIMIZE SOIL COMPACTION AND, UNLESS INFEASIBLE, PRESERVE TOPSOIL.
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. POLLUTANTS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.
- MINIMIZE THE DISCHARGE OF POLLUTANTS FROM DENATURING OF TRENCHES AND EXCAVATED AREAS. THESE DISCHARGES ARE TO BE ROUTED THROUGH APPROPRIATE BMPs (SEDIMENT BASIN, FILTER BAG, ETC.).
- THE FOLLOWING DISCHARGES FROM SITES ARE PROHIBITED:
 - WASTEWATER FROM WASHOUT AND CLEANING OF EQUIPMENT.
 - FUELS, OILS, OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE, AND
 - SOAPS OR SOLVENTS USED IN VEHICLE AND EQUIPMENT WASHING.
- AFTER CONSTRUCTION ACTIVITIES BEGIN, INSPECTIONS MUST BE CONDUCTED AT A MINIMUM OF AT LEAST ONCE EVERY CALENDAR WEEK AND MUST BE CONDUCTED UNTIL FINAL STABILIZATION IS REACHED ON ALL AREAS OF THE CONSTRUCTION SITE.
- IF EXISTING BMPs NEED TO BE MODIFIED OR IF ADDITIONAL BMPs ARE NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT AND/OR SCS WATER QUALITY STANDARDS, IMPLEMENTATION MUST BE COMPLETED BEFORE THE NEXT STORM EVENT WHENEVER PRACTICABLE. IMPLEMENTATION BEFORE THE NEXT STORM EVENT IS IMPRACTICABLE, THE SITUATION MUST BE DOCUMENTED IN THE SWPPP AND ALTERNATIVE BMPs MUST BE IMPLEMENTED AS SOON AS REASONABLY POSSIBLE.
- A PRE-CONSTRUCTION CONFERENCE MUST BE HELD FOR EACH CONSTRUCTION SITE WITH AN APPROVED ON-SITE SWPPP PRIOR TO THE IMPLEMENTATION OF CONSTRUCTION ACTIVITIES.

- UNCLASSIFIED EXCAVATION _____ 100 CY AS DIRECTED BY ENGINEER FOR REMOVAL OF UNSTABLE MATERIAL & STRIPPING TOPSOIL
- BORROW EXCAVATION _____ 320 CY FOR SITE PLAN AT LOOP ST
- FULL DEPTH PATCHING _____ 50 SY AS DIRECTED BY ENGINEER
- MAINTENANCE STONE _____ 300 TON FOR MAINTENANCE OF DRIVES
- 1/4" ASPHALT INTERMEDIATE COURSE TYPE B _____ 650 TON FOR BUILDUP/TEMPORARY TIES TO SIDEROADS & DRIVEWAYS AS DIRECTED BY ENGINEER
- LIQUID ASPHALT BINDER P984-22 _____ 100 TON FOR BUILDUP/TEMPORARY TIES TO SIDEROADS & DRIVEWAYS AS DIRECTED BY ENGINEER
- HOT MIX ASPHALT SURFACE COURSE TYPE E _____ 234 TON FOR LEVELING AS DIRECTED BY ENGINEER
- 4" SIDEWALK _____ 100 SY FOR TIE TO BUILDINGS AS DIRECTED BY ENGINEER
- PERMANENT COVER _____ 10 AC FOR ALL DISTURBED AREAS
- TEMPORARY COVER _____ 10 AC FOR ALL DISTURBED AREAS
- HYDRAULIC MULCH _____ 20 AC FOR ALL DISTURBED AREAS
- FERTILIZER (NITROGEN) _____ 100 LB FOR ALL DISTURBED AREAS
- FERTILIZER (PHOSPHORIC ACID) _____ 100 LB FOR ALL DISTURBED AREAS
- FERTILIZER (POTASH) _____ 100 LB FOR ALL DISTURBED AREAS
- WATERING _____ 54082 GAL FOR ALL DISTURBED AREAS
- STABILIZED CONSTRUCTION ENTRANCE _____ 550 SY AS DIRECTED BY ENGINEER
- CHANGABLE MESSAGE SIGNS _____ 2 EA AS DIRECTED BY ENGINEER FOR TRAFFIC CONTROL
- SEDIMENT TUBES _____ 300 LF AS DIRECTED BY ENGINEER

STATION	EXCAVATION		EMBANKMENT		TOTAL	WASTE	TOTAL	
	VOLUME	BORROW	TOTAL	VOLUME				
POINSETT HWY	691	2224	2715	465	1250	2715	0	2715
TOLEDO	184	0	184	89	27	16	38	154
TOTAL	645	2224	2869	454	1277	2831	38	2869

ADDITIONAL NOTES

- LAPAR ALL CURB AND GUTTER IN PARKING AREAS 3' BEFORE DRIVEWAYS PER STANDARD DRAWING
- NPDES IS SHOWN ON SHEETS 60 - 120



MAP SHOWING LOCATION OF GREENVILLE COUNTY IN SOUTH CAROLINA

DAVIS Engineering Architecture
Environmental & Laboratory Services
GREENWOOD • CHARLESTON • COLUMBIA • GREENVILLE
CHEROKEE • WASHINGTON • WISCONSIN

NO. 1 LICENSED PROFESSIONAL ENGINEER
SOUTH CAROLINA
0000000000

DAVIS FLOYD
SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
NO. 1
0000000000

DAVIS FLOYD
SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
NO. 1
0000000000

NO. 1 LICENSED PROFESSIONAL ENGINEER	DATE
4	
5	
2	
1	
BY	DATE
DM	
DM	
DM	

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

GENERAL CONSTRUCTION NOTES
US-276 (POINSETT HIGHWAY)

SCALE: 1" = 1/4" R.T.E. DWG. NO. 5

CONSTRUCTION PLANS

PROJECT NO.	STATE	COUNTY	PROJECT D.	PROJECT S.	PROJECT E.	PROJECT W.	PROJECT N.
1014	S.C.	GREENVILLE	ROADWAY	US-276	US-276	US-276	US-276

170 CUR EX EARNHARDT-1171

Beginning chain EX EARNHARDT description
 Point 170 N 1,009,498.2680 E 1,578,749.0713 Sta 0+00.00
 Course from 170 to PC EX EARNHARDT-1 S 40° 33' 35.63" E Dist 122.6045

Curve Data
 P.I. Station 1,009,313.3327 E 1,578,838.3979
 Delta 78° 23' 12.09" (L1)
 Degree 286° 28' 44.07"
 Radius 27.9621
 Length 20.0000
 Tangent 5.9529
 External 25.2776
 Long Chord 4.3986
 P.C. Station 1,009,326.1221 E 1,578,827.7939
 P.T. Station 1,009,321.0256 E 1,578,852.8684
 C.C. Station 1,009,326.1221 E 1,578,852.8684
 Chord Bear S 40° 33' 35.63" E
 Ansood S 79° 45' 11.69" E
 Course from PT EX EARNHARDT-1 to 171 N 61° 03' 12.28" E Dist 26.7272
 Point 171 N 1,009,354.5614 E 1,578,876.0566 Sta 1+76.69
 Ending chain EX EARNHARDT description

180 CUR EX GOLDSMITHA-1111

Beginning chain EX GOLDSMITHA description
 Point 180 N 1,111,997.5488 E 1,578,790.0243 Sta 10+00.00
 Course from 180 to PC EX GOLDSMITHA-1 N 22° 01' 37.79" W Dist 163.7990

Curve Data
 P.I. Station 1,112,183.3443 E 1,578,714.8676
 Delta 15° 00' 39" (L1)
 Degree 40° 17' 44.81"
 Radius 36.5939
 Length 100.0000
 Tangent 6.4853
 External 6.0903
 Long Chord 11.0380
 P.C. Station 1,112,200.3464 E 1,576,728.5921
 P.T. Station 1,112,111.8869 E 1,576,682.4895
 C.C. Station 1,112,111.8869 E 1,576,635.8915
 Chord Bear N 22° 01' 37.79" W
 Ansood N 42° 07' 36.23" W
 Course from PT EX GOLDSMITHA-1 to 181 N 62° 33' 64" E Dist 44.6761
 Point 181 N 1,112,221.1846 E 1,578,642.9603 Sta 12+78.64
 Ending chain EX GOLDSMITHA description

190 CUR EX CLAYTON-181

Beginning chain EX CLAYTON, GOLDSMITH description
 Point 190 N 1,190,968.4669 E 1,578,410.1043 Sta 0+00.00
 Course from 190 to PC EX CLAYTON-1 N 33° 47' 08.35" E Dist 57.6151

Curve Data
 P.I. Station 1,191,081.6078 E 1,578,485.8045
 Delta 24° 43' 58.98" (R1)
 Degree 15° 17' 39.49"
 Radius 78.3149
 Length 154.5837
 Tangent 8.3063
 External 8.3063
 Long Chord 153.3663
 P.C. Station 1,191,016.3522 E 1,578,442.1434
 P.T. Station 1,191,122.6096 E 1,578,532.7631
 C.C. Station 1,191,069.4797 E 1,578,492.9739
 Chord Bear N 33° 47' 08.35" E
 Ansood N 58° 31' 08.23" E
 Course from PT EX CLAYTON-1 to 191 N 58° 33' 64" E Dist 482.0091
 Point 191 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

200 CUR EX LAUREL description

Beginning chain LAUREL description
 Point 200 N 1,111,006.5090 E 1,578,280.5640 Sta 10+00.00
 Course from 200 to 201 N 55° 58' 11.93" W Dist 334.9384
 Point 201 N 1,111,493.9385 E 1,578,003.0022 Sta 13+34.92
 Ending chain LAUREL description

210 CUR EX HAMMETT description

Beginning chain EX HAMMETT description
 Point 210 N 1,009,388.9977 E 1,578,610.3328 Sta 10+00.00
 Course from 210 to 211 N 80° 14' 21.65" E Dist 181.3709
 Point 211 N 1,009,504.9983 E 1,578,749.7568 Sta 11+81.37
 Ending chain EX HAMMETT description

220 CUR EX HENRY description

Beginning chain EX HENRY description
 Point 220 N 1,009,498.2130 E 1,578,749.8430 Sta 12+00.00
 Course from 220 to 221 N 48° 46' 03.35" E Dist 239.0902
 Point 221 N 1,009,656.8009 E 1,578,929.4490 Sta 14+39.09
 Ending chain EX HENRY description

230 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 230 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 230 to 231 N 59° 03' 34.71" E Dist 689.7525
 Point 231 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

240 CUR EX FURMAN HALL description

Beginning chain EX FURMAN HALL description
 Point 240 N 1,009,486.9673 E 1,578,749.4023 Sta 10+00.00
 Course from 240 to 241 N 40° 50' 33.16" W Dist 186.4255
 Point 241 N 1,009,628.0000 E 1,578,627.4833 Sta 11+86.43
 Ending chain EX FURMAN HALL description

250 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 250 N 1,112,186.7713 E 1,578,471.0446 Sta 10+00.00
 Course from 250 to 251 N 58° 43' 39.80" E Dist 201.1397
 Point 251 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

260 CUR EX GOLDSMITHS description

Beginning chain EX GOLDSMITHS description
 Point 260 N 1,009,993.1920 E 1,578,496.1199 Sta 0+00.00
 Course from 260 to 261 N 49° 11' 55.01" E Dist 349.1385
 Point 261 N 1,110,221.3327 E 1,578,760.4025 Sta 3+49.14
 Ending chain EX GOLDSMITHS description

270 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 270 N 1,110,733.4173 E 1,578,725.0080 Sta 10+00.00
 Course from 270 to 271 N 66° 53' 18.12" E Dist 119.3422
 Point 271 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

280 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 280 N 1,110,201.2698 E 1,578,760.6679 Sta 10+00.00
 Course from 280 to 281 N 46° 07' 40.39" E Dist 272.0000
 Point 281 N 1,110,389.7797 E 1,578,956.7496 Sta 12+72.00
 Ending chain EX SIDNEY description

290 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 290 N 1,110,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

300 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 300 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

310 CUR EX OPH description

Beginning chain EX OPH description
 Point 310 N 1,110,389.7797 E 1,578,956.7496 Sta 12+72.00
 Ending chain EX OPH description

320 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 320 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 320 to 321 N 59° 03' 34.71" E Dist 689.7525
 Point 321 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

330 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 330 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

340 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 340 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

350 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 350 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 350 to 351 N 59° 03' 34.71" E Dist 689.7525
 Point 351 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

360 CUR EX FURMAN HALL description

Beginning chain EX FURMAN HALL description
 Point 360 N 1,009,486.9673 E 1,578,749.4023 Sta 10+00.00
 Course from 360 to 361 N 40° 50' 33.16" W Dist 186.4255
 Point 361 N 1,009,628.0000 E 1,578,627.4833 Sta 11+86.43
 Ending chain EX FURMAN HALL description

370 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 370 N 1,112,186.7713 E 1,578,471.0446 Sta 10+00.00
 Course from 370 to 371 N 58° 43' 39.80" E Dist 201.1397
 Point 371 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

380 CUR EX GOLDSMITHS description

Beginning chain EX GOLDSMITHS description
 Point 380 N 1,009,993.1920 E 1,578,496.1199 Sta 0+00.00
 Course from 380 to 381 N 49° 11' 55.01" E Dist 349.1385
 Point 381 N 1,110,221.3327 E 1,578,760.4025 Sta 3+49.14
 Ending chain EX GOLDSMITHS description

390 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 390 N 1,110,733.4173 E 1,578,725.0080 Sta 10+00.00
 Course from 390 to 391 N 66° 53' 18.12" E Dist 119.3422
 Point 391 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

400 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 400 N 1,110,201.2698 E 1,578,760.6679 Sta 10+00.00
 Course from 400 to 401 N 46° 07' 40.39" E Dist 272.0000
 Point 401 N 1,110,389.7797 E 1,578,956.7496 Sta 12+72.00
 Ending chain EX SIDNEY description

410 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 410 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

420 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 420 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

430 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 430 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 430 to 431 N 59° 03' 34.71" E Dist 689.7525
 Point 431 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

440 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 440 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

450 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 450 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

460 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 460 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 460 to 461 N 59° 03' 34.71" E Dist 689.7525
 Point 461 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

470 CUR EX FURMAN HALL description

Beginning chain EX FURMAN HALL description
 Point 470 N 1,009,486.9673 E 1,578,749.4023 Sta 10+00.00
 Course from 470 to 471 N 40° 50' 33.16" W Dist 186.4255
 Point 471 N 1,009,628.0000 E 1,578,627.4833 Sta 11+86.43
 Ending chain EX FURMAN HALL description

480 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 480 N 1,112,186.7713 E 1,578,471.0446 Sta 10+00.00
 Course from 480 to 481 N 58° 43' 39.80" E Dist 201.1397
 Point 481 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

490 CUR EX GOLDSMITHS description

Beginning chain EX GOLDSMITHS description
 Point 490 N 1,009,993.1920 E 1,578,496.1199 Sta 0+00.00
 Course from 490 to 491 N 49° 11' 55.01" E Dist 349.1385
 Point 491 N 1,110,221.3327 E 1,578,760.4025 Sta 3+49.14
 Ending chain EX GOLDSMITHS description

500 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 500 N 1,110,733.4173 E 1,578,725.0080 Sta 10+00.00
 Course from 500 to 501 N 66° 53' 18.12" E Dist 119.3422
 Point 501 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

510 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 510 N 1,110,201.2698 E 1,578,760.6679 Sta 10+00.00
 Course from 510 to 511 N 46° 07' 40.39" E Dist 272.0000
 Point 511 N 1,110,389.7797 E 1,578,956.7496 Sta 12+72.00
 Ending chain EX SIDNEY description

520 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 520 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

530 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 530 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

540 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 540 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 540 to 541 N 59° 03' 34.71" E Dist 689.7525
 Point 541 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

550 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 550 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

560 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 560 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

570 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 570 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 570 to 571 N 59° 03' 34.71" E Dist 689.7525
 Point 571 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

580 CUR EX FURMAN HALL description

Beginning chain EX FURMAN HALL description
 Point 580 N 1,009,486.9673 E 1,578,749.4023 Sta 10+00.00
 Course from 580 to 581 N 40° 50' 33.16" W Dist 186.4255
 Point 581 N 1,009,628.0000 E 1,578,627.4833 Sta 11+86.43
 Ending chain EX FURMAN HALL description

590 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 590 N 1,112,186.7713 E 1,578,471.0446 Sta 10+00.00
 Course from 590 to 591 N 58° 43' 39.80" E Dist 201.1397
 Point 591 N 1,112,221.1846 E 1,578,642.9603 Sta 12+01.14
 Ending chain EX GANTT description

600 CUR EX GOLDSMITHS description

Beginning chain EX GOLDSMITHS description
 Point 600 N 1,009,993.1920 E 1,578,496.1199 Sta 0+00.00
 Course from 600 to 601 N 49° 11' 55.01" E Dist 349.1385
 Point 601 N 1,110,221.3327 E 1,578,760.4025 Sta 3+49.14
 Ending chain EX GOLDSMITHS description

610 CUR EX LOOP description

Beginning chain EX LOOP description
 Point 610 N 1,110,733.4173 E 1,578,725.0080 Sta 10+00.00
 Course from 610 to 611 N 66° 53' 18.12" E Dist 119.3422
 Point 611 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

620 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 620 N 1,110,201.2698 E 1,578,760.6679 Sta 10+00.00
 Course from 620 to 621 N 46° 07' 40.39" E Dist 272.0000
 Point 621 N 1,110,389.7797 E 1,578,956.7496 Sta 12+72.00
 Ending chain EX SIDNEY description

630 CUR EX CLAYTON description

Beginning chain EX CLAYTON description
 Point 630 N 1,191,374.3227 E 1,578,963.8267 Sta 6+94.21
 Ending chain EX CLAYTON description

640 CUR EX LOOP description

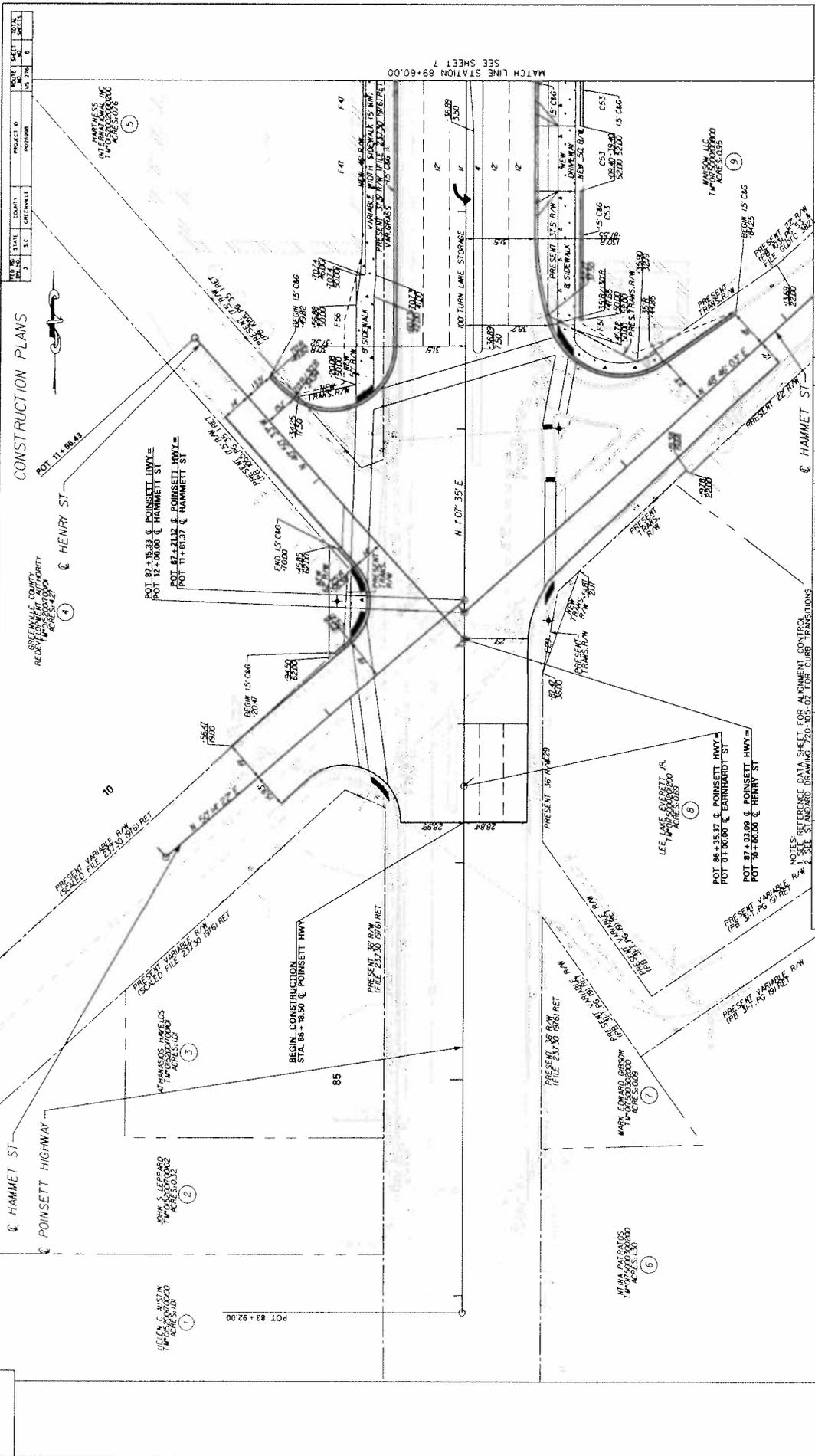
Beginning chain EX LOOP description
 Point 640 N 1,110,780.2620 E 1,578,844.7720 Sta 11+19.34
 Ending chain EX LOOP description

650 CUR EX SIDNEY description

Beginning chain EX SIDNEY description
 Point 650 N 1,110,648.3690 E 1,578,064.8564 Sta 0+00.00
 Course from 650 to 651 N 59° 03' 34.71" E Dist 689.7525
 Point 651 N 1,112,003.0022 E 1,578,656.4592 Sta 6+89.75
 Ending chain EX SIDNEY description

660 CUR EX GANTT description

Beginning chain EX GANTT description
 Point 660 N 1,112,221.1846 E 1,578,642.9603 Sta



SCALE 1" = 20' R/E US-276 DWG. NO. 8

DATE	BY	CHK	APP	DESCRIPTION OF REVISION

DAVIS FLOYD
Engineers
Architects
Environmental & Laboratory Services
GREENVILLE, SOUTH CAROLINA

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN - COLUMBIA, S.C.

PLAN SHEET
US-276-88-50 - STA 89+60.00

MATCH LINE STATION 89+60.00
SEE SHEET 7

CONSTRUCTION PLANS

POT 83+92.00

POT 84+15.33 & POINSETT HWY =
POT 84+00.00 & HAMMETT ST

POT 84+21.32 & POINSETT HWY =
POT 84+00.00 & HAMMETT ST

POT 87+03.00 & POINSETT HWY =
POT 87+00.00 & BARNHARDT ST

POT 87+03.00 & POINSETT HWY =
POT 87+00.00 & HENRY ST

POT 88+35.37 & POINSETT HWY =
POT 88+00.00 & BARNHARDT ST

POT 88+03.00 & POINSETT HWY =
POT 88+00.00 & HENRY ST

UTILITIES:
AIRTEL: ASA O-SHELLOS 298-4900
AIRTEL: ENR COMMUNIC ANSON BOWERS 678-4101
GREENVILLE WATER SCOTT FACETT 241-6100
PREMONT NATURAL GAS - RICK HENDERSON 282-7867

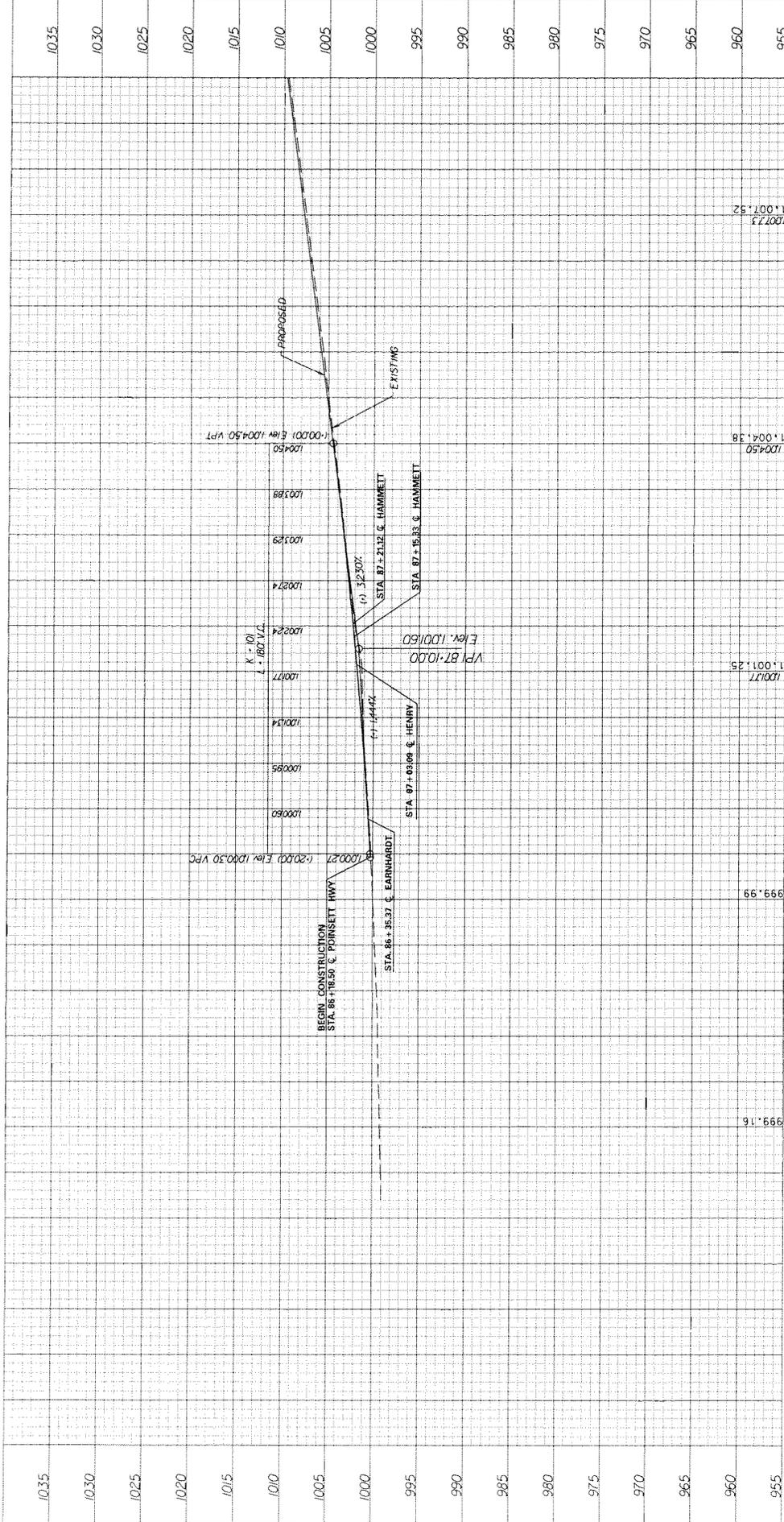
NOTES:
1. SEE REFERENCE DATA SHEET FOR ALIGNMENT CONTROL
2. SEE STANDARD DRAWING 720-89-02 FOR CURB TRANSITIONS

DATE: 7/14/2015
PLOT DATE: 7/14/2015
PLOT SCALE: 1" = 20'

PROJECT NO.	102988
ROUTE	1027A
SHEET	1015
TOTAL SHEETS	1029

PROJECT ID	102988
COUNTY	GREENWILE
STATE	S.C.

DATE	07/14/2015
SCALE	1" = 5' VERT.



SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

PROFILE SHEET
US-276 (PINSETT HIGHWAY)
STA. 86+18.30 - STA. 89+60.00
SCALE: 1" = 20' HOR. 1" = 5' VERT.

NO.	DATE	BY	CHK	DESCRIPTION OF REVISION
4				
3				
2				
1				

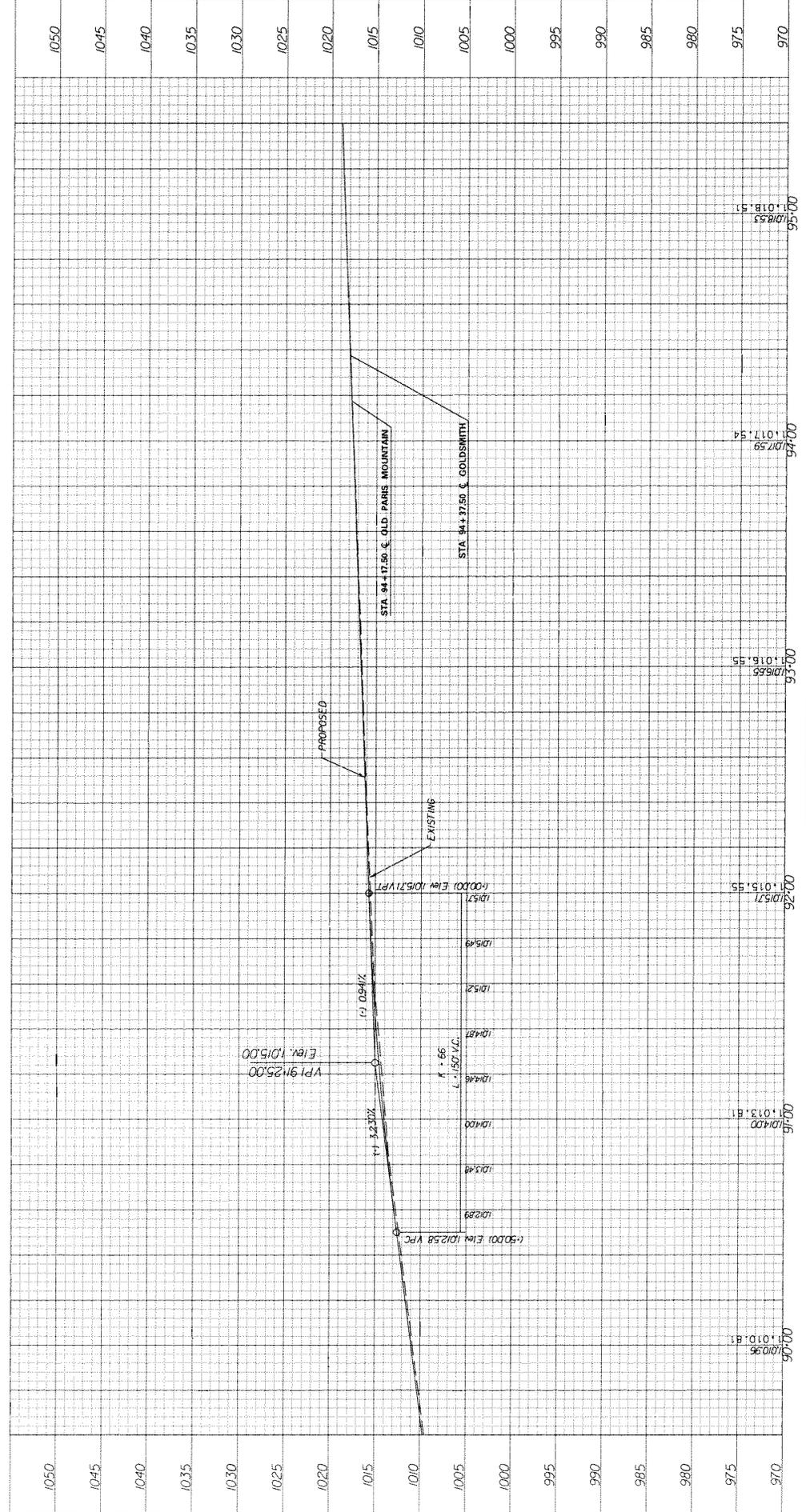
DAVIS
Engineering
Architecture
Environmental & Laboratory Services

GREENWOOD • WYOMING • WASHINGTON, DC



SCALE: 40,000 r.m.
PLOT DRIVER: pdfplot
7/14/2015
PEN TABLE: V8-12.tbl
FILE: j:\west\enr\19126-00\civil\gmp\pdr\08Apr.dgn

FILE NO.	STATE	COUNTY	PROJECT ID	PROF. NO.	SHEET NO.	TOTAL SHEETS
1	S.C.	DRENNELL	PO2998	10276	7A	7A



SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN COLUMBIA, S.C.	
PROFILE SHEET US-276 (PONSETT HIGHWAY) STA. 89+00.00 - STA. 95+40.00	
SCALE: HORIZ. 1" = 50' VER.	
4	DESIGNED BY
3	CHECKED BY
2	APPROVED BY
1	DATE
REV.	DATE
BY	DATE
CHK.	DATE

DAVIS Engineering
FLOYD Architecture
 Environmental & Laboratory Services
 GREENWOOD - VICTORVILLE - HARTMANVILLE - CONESTOGA

SOUTH CAROLINA PROFESSIONAL ENGINEER
 LICENSE NO. 10786
 DAVID M. FLOYD

SOUTH CAROLINA PROFESSIONAL ARCHITECT
 LICENSE NO. 10786
 DAVID M. FLOYD

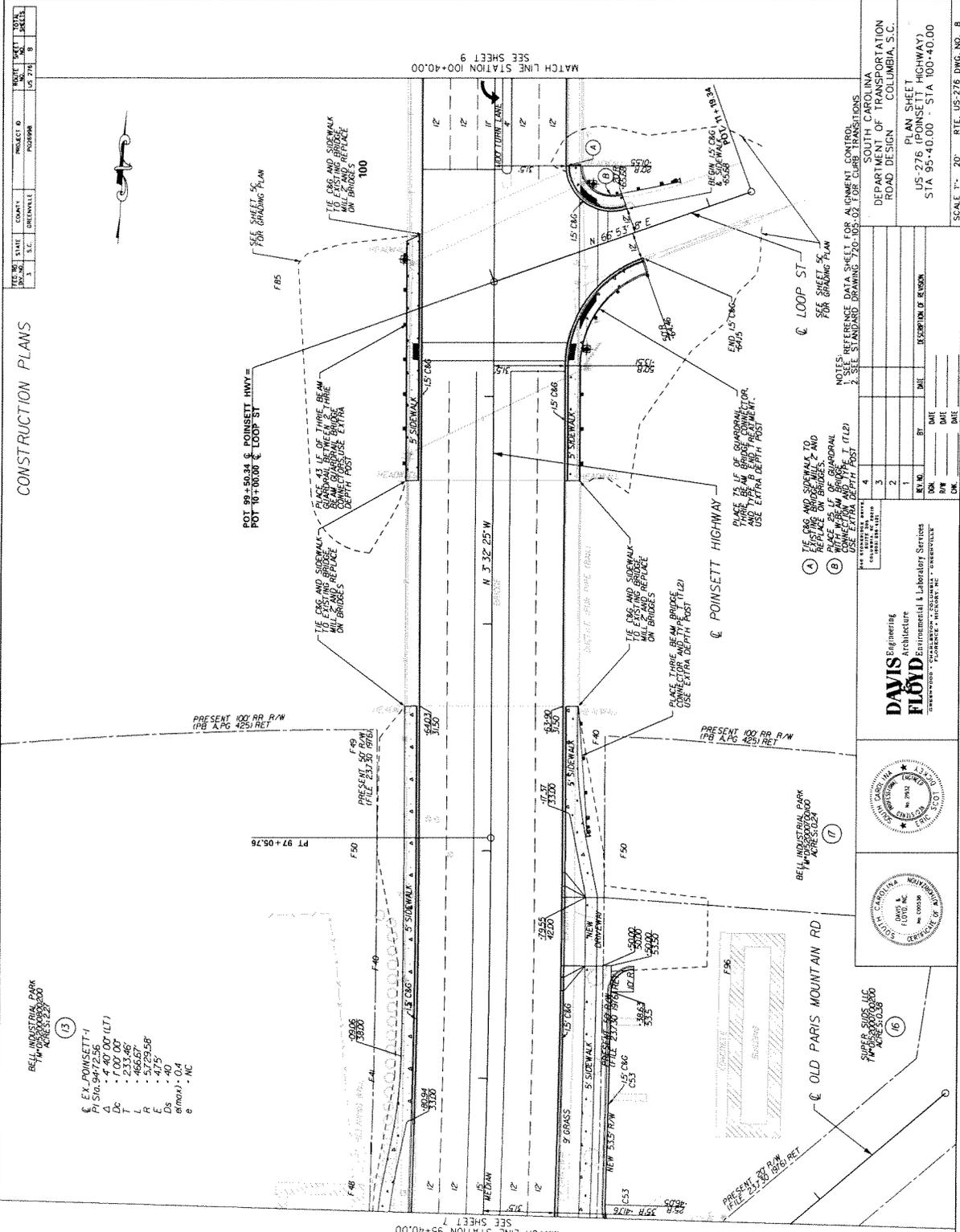
CONSTRUCTION PLANS

DATE	STATE	COUNTY	PROJECT #	SHEET	TOTAL
7/14/2015	S.C.	GREENWALL	POINSETT	100	100

BELL INDUSTRIAL PARK
 14000000000000000000
 14000000000000000000

(13)

C.F. POINSETT
 PLS 94.72.55
 Δ 4.40.00 (LT)
 Δc 1.00.00
 T 233.46
 R 5.229.58
 E 4.75
 Ds .40
 @ (max) .04
 - MC



MATCH LINE STATION 95+40.00
 SEE SHEET 7

MATCH LINE STATION 100+40.00
 SEE SHEET 9

- NOTES:
- SEE REFERENCE DATA SHEET FOR ALIGNMENT CONTROL POINTS AND TRANSITIONS.
 - SEE STANDARD DRAWING 700-05-02 FOR CONSTRUCTION.

- (A) TIE C&G AND SIDEWALK TO EXISTING BRIDGE AND REPLACE ON BRIDGES.
- (B) PLACE T.I.R.E. BEAM BRIDGE CONNECTOR AND T.I.R.E. USE EXTRA DEPTH POST.

DAVIS FLOYD
 Engineers
 Environmental & Laboratory Services
 GREENWOOD - FLORENCE - WILMINGTON - CHARLOTTE

PREPARED BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____
 DESIGNED BY: _____ DATE: _____
 IN CHARGE OF DESIGN: _____ DATE: _____

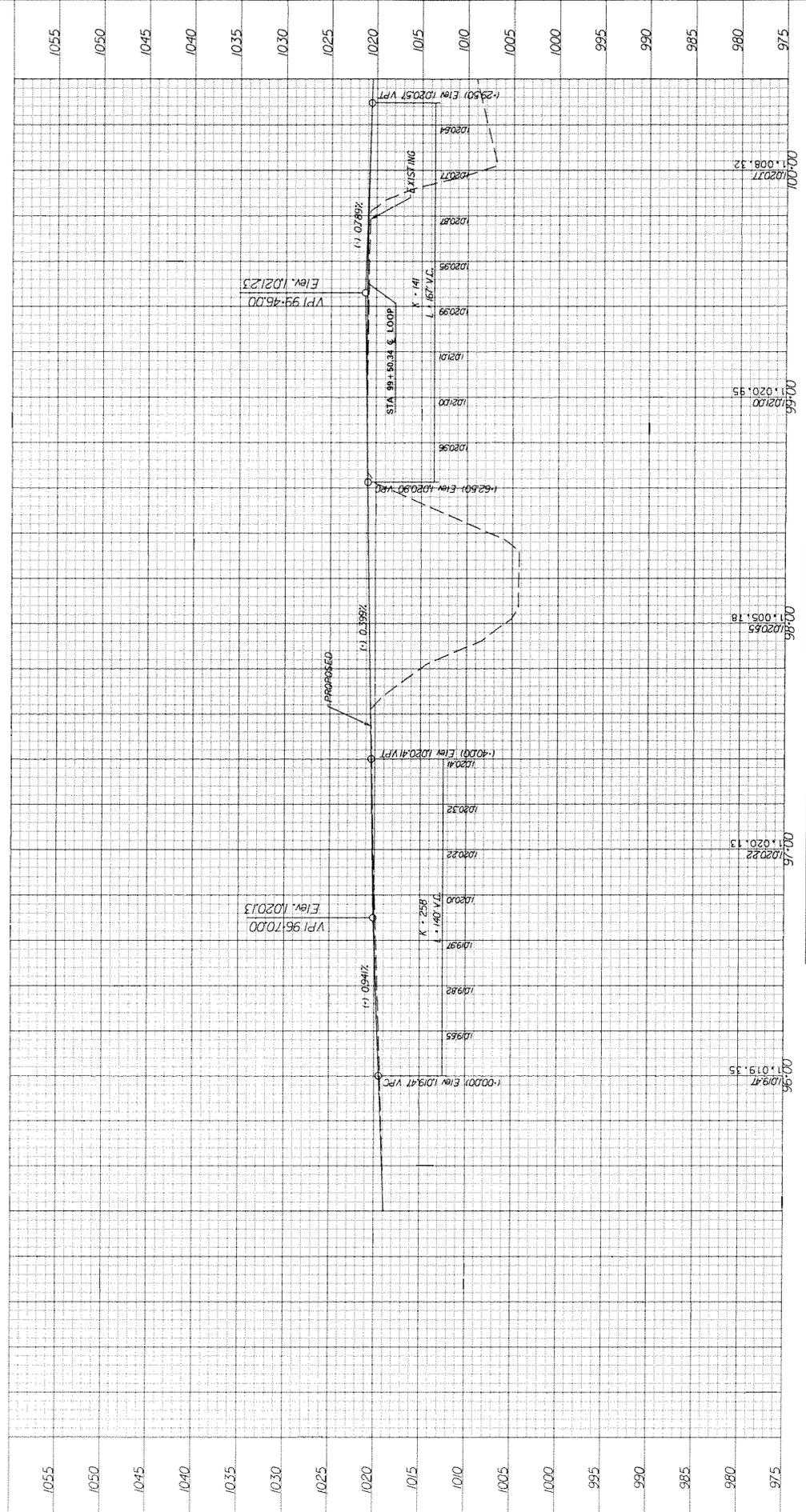


SUPER SUDS LUC
 14000000000000000000
 14000000000000000000

(16)



FED. ROAD DIST. NO.	STATE	COUNTY	PROJECT ID	SHEET NO.	TOTAL SHEETS
3	S.C.	BREITWALLE	102000	102013	102018



SCALE: 1" = 20' HOR. 1" = 5' VER.

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

PROFILE SHEET
US 975 (CONVERSE HIGHWAY)
S/A 85+40.00 - STA 100+40.00

NO.	DATE	DESCRIPTION OF REVISION
1		
2		
3		
4		

DAVIS FLOYD
Engineering
Architects
Environmental & Laboratory Services
MEMBERS: ENGINEER, ARCHITECT, SURVEYOR, PLUMBER, MECHANICAL

SOUTH CAROLINA PROFESSIONAL ENGINEERING BOARD
LICENSE NO. 102013
EXPIRES 12/31/2014

SOUTH CAROLINA PROFESSIONAL ARCHITECTURE BOARD
LICENSE NO. 102013
EXPIRES 12/31/2014

PROJECT #	PROJECT NAME	PROJECT LOCATION
PO25698	POINSETT HIGHWAY	STA 100+40.00 TO STA 106+40.00

DATE	BY	CHK
02/27/15	DMF	DMF

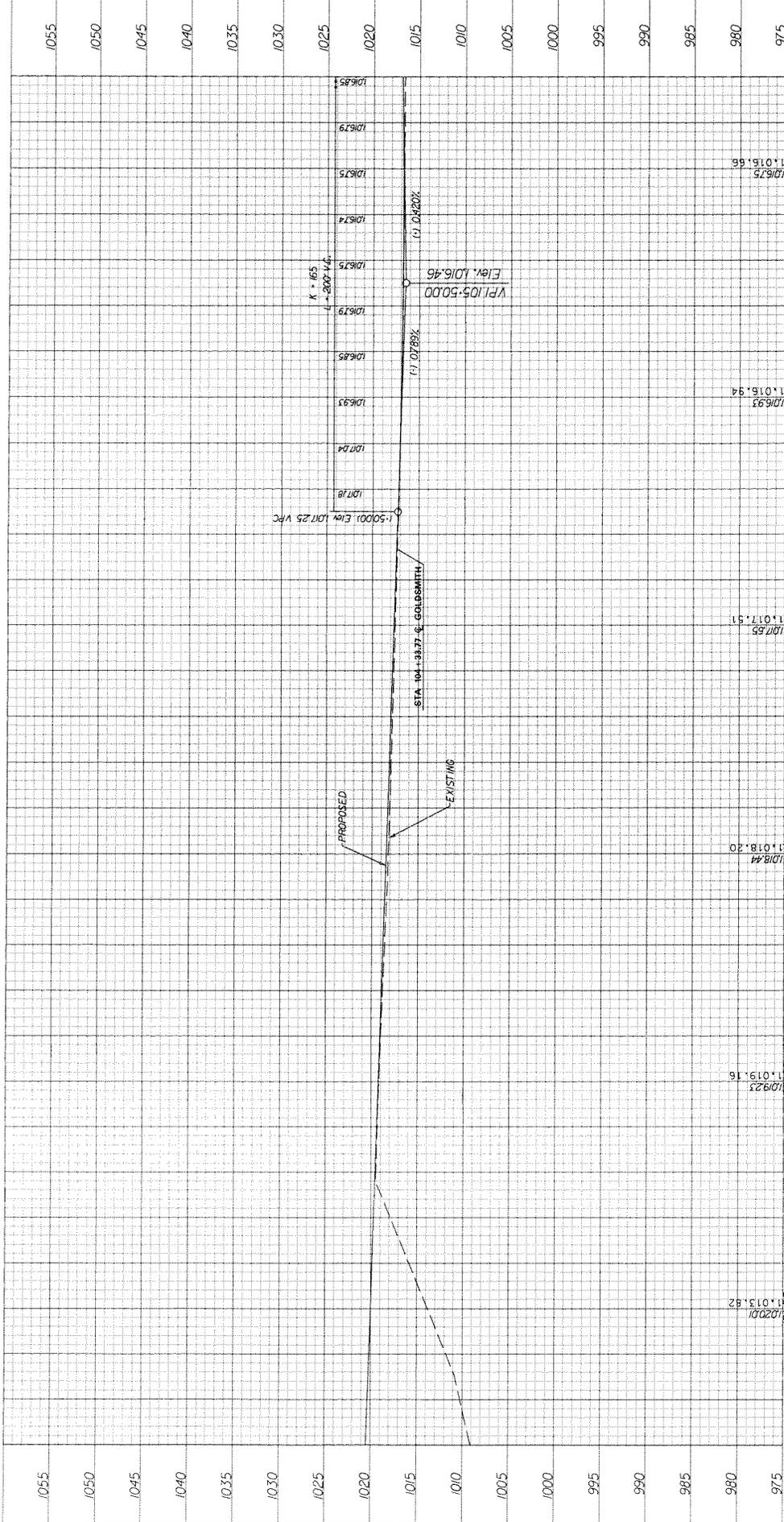
NO.	DATE	DESCRIPTION OF REVISION
1	02/27/15	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION OF REVISION
2	02/27/15	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION OF REVISION
3	02/27/15	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION OF REVISION
4	02/27/15	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION OF REVISION
5	02/27/15	ISSUED FOR PERMIT



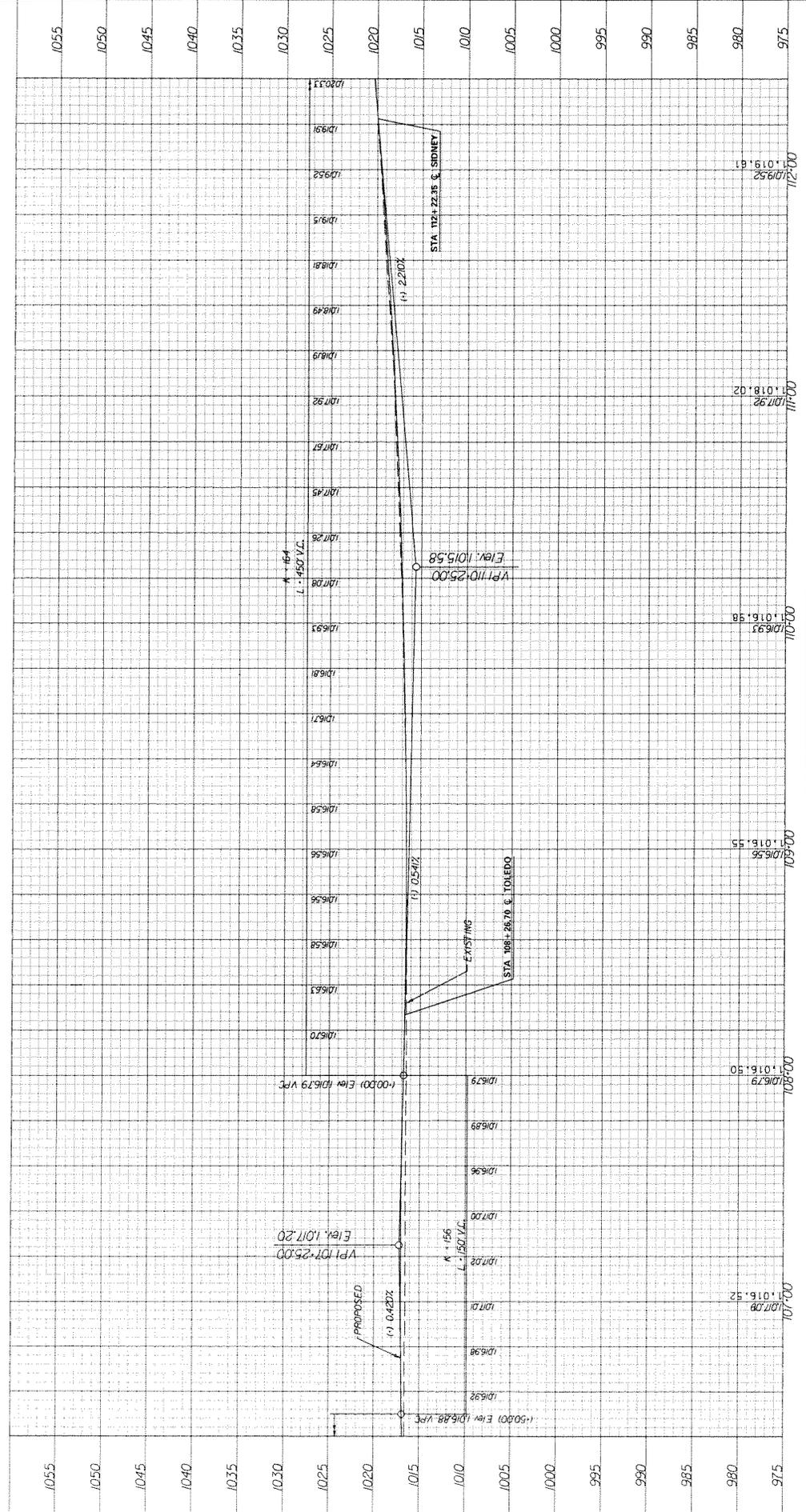
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

PROFILE SHEET
US-276 (POINSETT HIGHWAY)
STA. 100+40.00 - STA. 106+40.00
SCALE: 1" = 20' HOR. 1" = 5' VER.

NO.	DATE	DESCRIPTION OF REVISION
1	02/27/15	ISSUED FOR PERMIT
2	02/27/15	ISSUED FOR PERMIT
3	02/27/15	ISSUED FOR PERMIT
4	02/27/15	ISSUED FOR PERMIT

DAVIS FLOYD
Engineering
Architecture
Environmental & Laboratory Services
Greenville • Florence • Rock Hill • Columbia • Charleston

PROJECT NO. 10276
 COUNTY GREENVILLE
 PROJECT 6
 ROADWAY
 STATE S.C.
 SHEET 1
 TOTAL SHEETS 3
 DATE 10/27/15

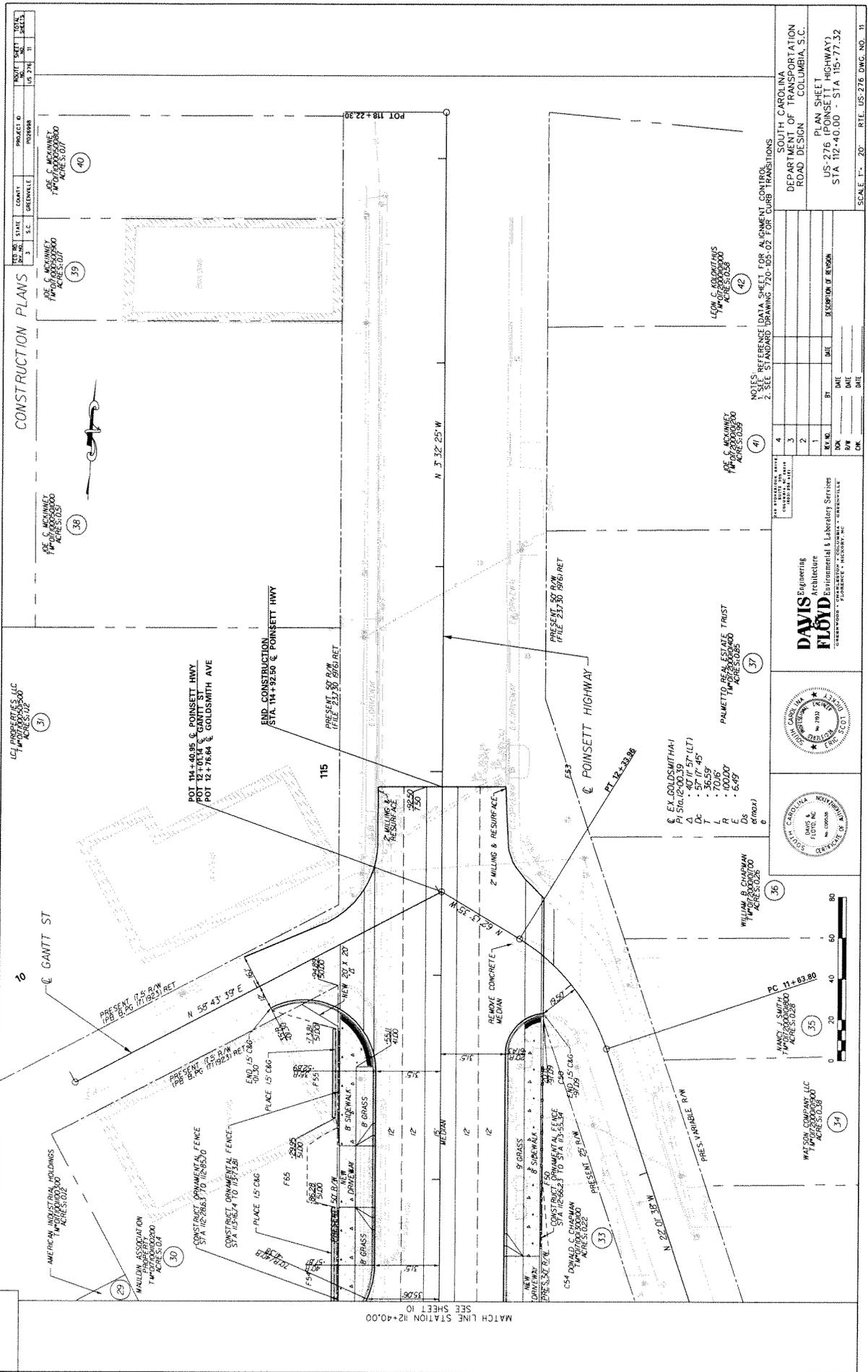


SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN COLUMBIA, S.C.	
4	DESCRIPTION OF REVISION
3	
2	
1	
BY	DATE
CHK	DATE

PROFILE SHEET
 US-276 (POINSE LT HIGHWAY)
 STA. 106+40.00 - STA. 112+40.00
 SCALE: 1" = 20' HOR. 1" = 5' VER.



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 Engineering
 Architecture
 Environmental & Laboratory Services
 GREENVILLE FLORENCE HUNTERTON



PROJECT NO.	STATE	COUNTY	PROJECT	TOTAL SHEETS
1020008	S.C.	GREENVILLE	POINSETT HWY	11

OWNER	DATE	DESCRIPTION OF REVISION
J.C. MCKINNEY 1740 S. MCKINNEY ACRES: 0.28		
LEWIS & ASSOCIATES 1740 S. MCKINNEY ACRES: 0.28		
WILLIAM B. CHAPMAN 1740 S. MCKINNEY ACRES: 0.28		
NANCY A. SMITH 1740 S. MCKINNEY ACRES: 0.28		
PAULETTA S. M. SIEBE TRUST 1740 S. MCKINNEY ACRES: 0.28		
EX. GOLDSMITH #1 1740 S. MCKINNEY ACRES: 0.28		

NOTES:
 1. SEE REFERENCE DATA SHEET FOR ALIGNMENT CONTROL POINTS.
 2. SEE STANDARD DRAWING 720-65-02 FOR CURB TRANSITIONS.

NO.	DATE	BY	CHK	DESCRIPTION OF REVISION
1				
2				
3				
4				

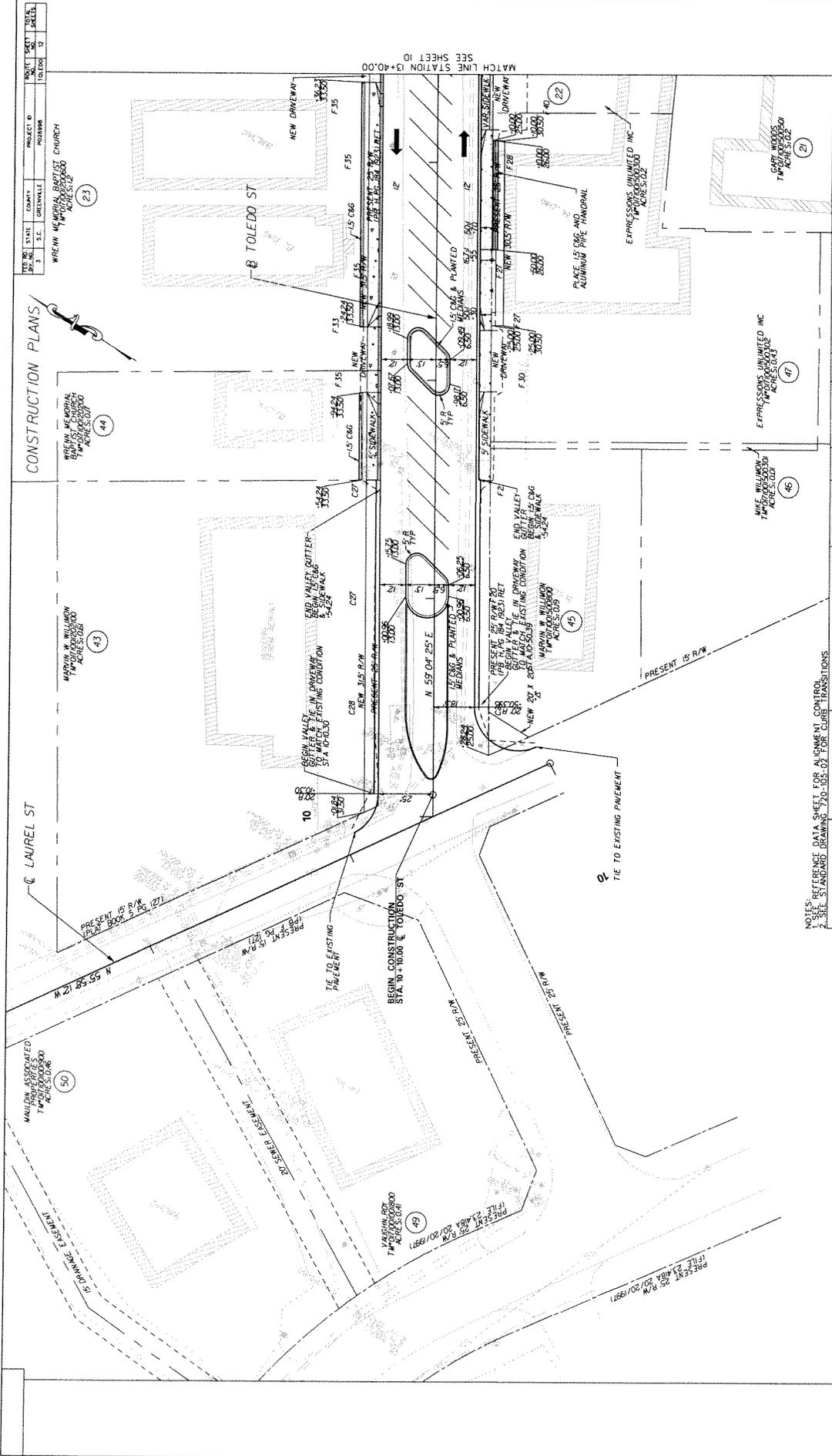
DAVIS Engineering Architecture
FLOYD Environmental & Laboratory Services
 GREENVILLE • SPARTANBURG • ANDERSON • COLUMBIA

SEAL
 STATE OF SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN
 COLUMBIA, S.C.

PLAN SHEET
 US-276 (POINSETT HIGHWAY)
 STA 112+40.00 - STA 115+77.32

SCALE 1" = 20' REF. US-276 DWG. NO. 11

MATCH LINE STATION 112+40.00
 SEE SHEET 10



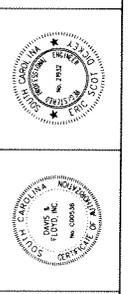
CONSTRUCTION PLANS

PROJECT NO.	13-10-00.00
PROJECT NAME	WILSON W. WILLIAMS, JR. CHURCH
PROJECT LOCATION	TOLEDO ST
DATE	7/14/2015
SCALE	1" = 20'

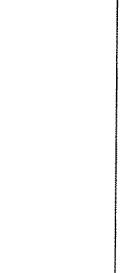
SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.
 PLAN SHEET
 TOLEDO STREET
 STA 10+00.00 - STA 13+40.00
 SCALE 1" = 20' RTE-TOLEDO DMC NO. 17

REV.	DATE	BY	CHK.	DESCRIPTION OF REVISION
1				
2				
3				
4				

DAVIS Engineering
 Architectural
 Environmental & Laboratory Services
 GREENWOOD • SPARTANBURG • COLUMBIA • GREENVILLE



NOTES: RETAINING DATA SHEET FOR ALIGNMENT CONTROL
 2. SEE RETAINING DRAWING 13-10-02-02 FOR CURB TRANSITIONS



SCALE: 40.0000' = 1" m
 PLOT DRIVER: 7/14/2015
 PEN TABLE: VB-12.tbl
 FILE: 13-10-00.00\CD\13-10-00.dwg
 PLOTTER: HP DesignJet 2550

REV	DATE	BY	CHKD	DESCRIPTION
1	11/14/18	J.C. GILLWELL		ISSUED FOR PERMITS
2	01/24/19			REVISED PER COMMENTS

PROJECT NO. 15118
 COUNTY: T.C. GILLWELL
 POSITION: PROJECT ENGINEER

SCALE: 1" = 40.00'

DATE: 11/14/18
 DRAWN BY: J.C. GILLWELL
 CHECKED BY: J.C. GILLWELL

PROJECT NO. 15118
 COUNTY: T.C. GILLWELL
 POSITION: PROJECT ENGINEER

SCALE: 1" = 40.00'

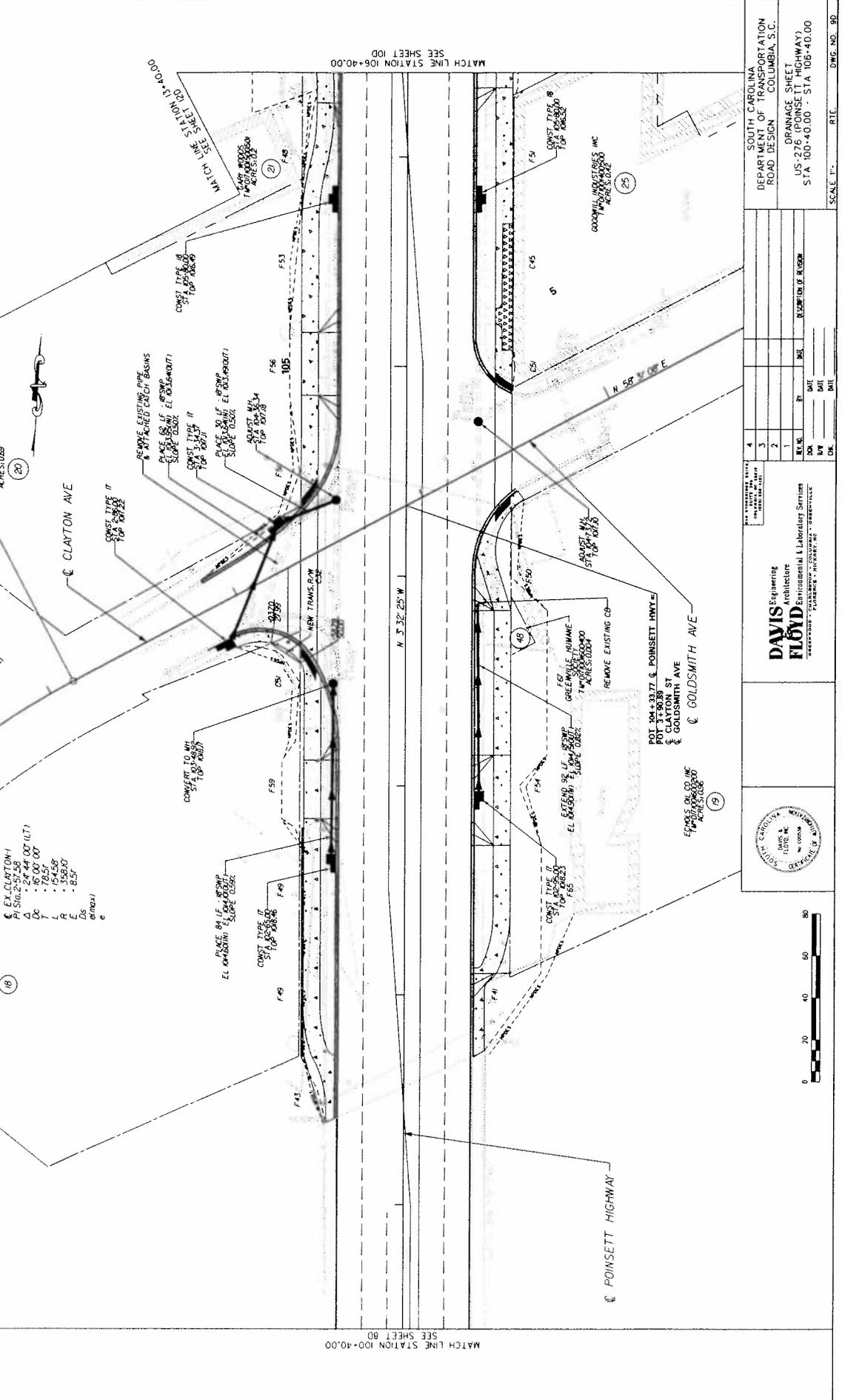
DATE: 11/14/18
 DRAWN BY: J.C. GILLWELL
 CHECKED BY: J.C. GILLWELL

PROJECT NO. 15118
 COUNTY: T.C. GILLWELL
 POSITION: PROJECT ENGINEER

SCALE: 1" = 40.00'

DATE: 11/14/18
 DRAWN BY: J.C. GILLWELL
 CHECKED BY: J.C. GILLWELL

PROJECT NO. 15118
 COUNTY: T.C. GILLWELL
 POSITION: PROJECT ENGINEER



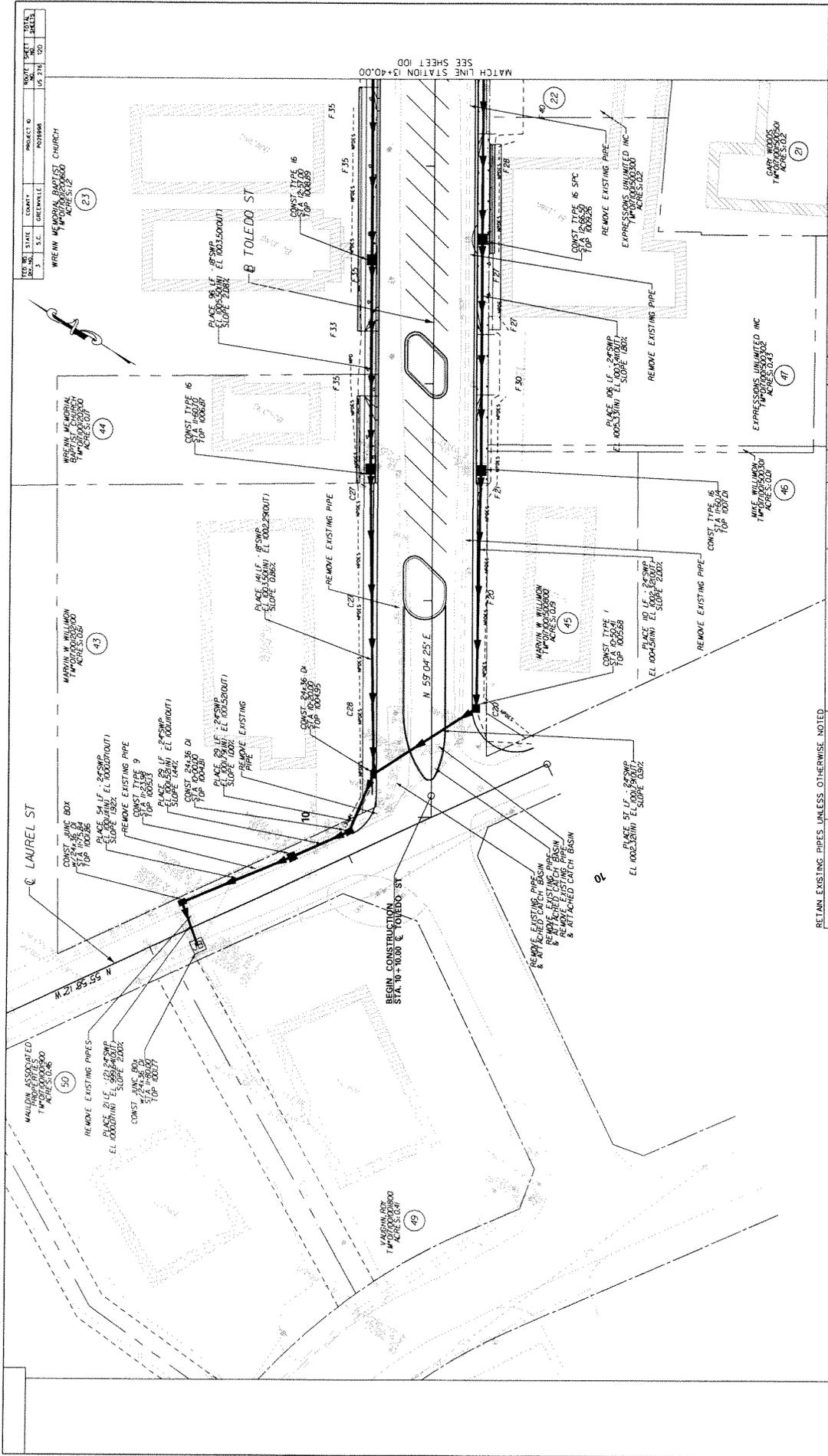
DAVIS FLOYD
 Equipment Architecture
 Environmental Laboratory Services
 GREENSBORO · FAYETTEVILLE · WILMINGTON

SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.

DRAINAGE SHEET (HIGHWAY)
 US 971+40.00 - STA 106+40.00
 STA 100+40.00 - STA 106+40.00

SCALE: 1" = 40.00'

DWG. NO. 89



SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.

DRAINAGE SHEET
 OLEDO STREET
 STA 10+00.00 - STA 19+40.00

SCALE 1" = 40.00'

DWG. NO. 12D

RETAIN EXISTING PIPES UNLESS OTHERWISE NOTED

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 GREENWOOD • FLORENCE • ANDERSON • COLUMBIA

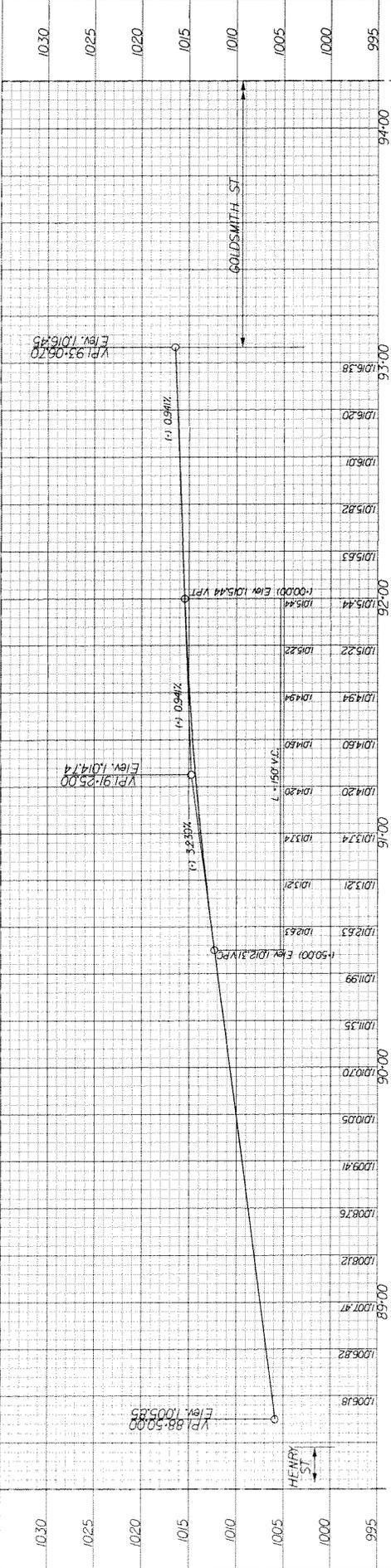
SOUTH CAROLINA UNIVERSITY
 CIVIL ENGINEERING
 DEPARTMENT

NO.	REVISION	DATE	BY	CHK	DESCRIPTION OF REVISION
4					
3					
2					
1					

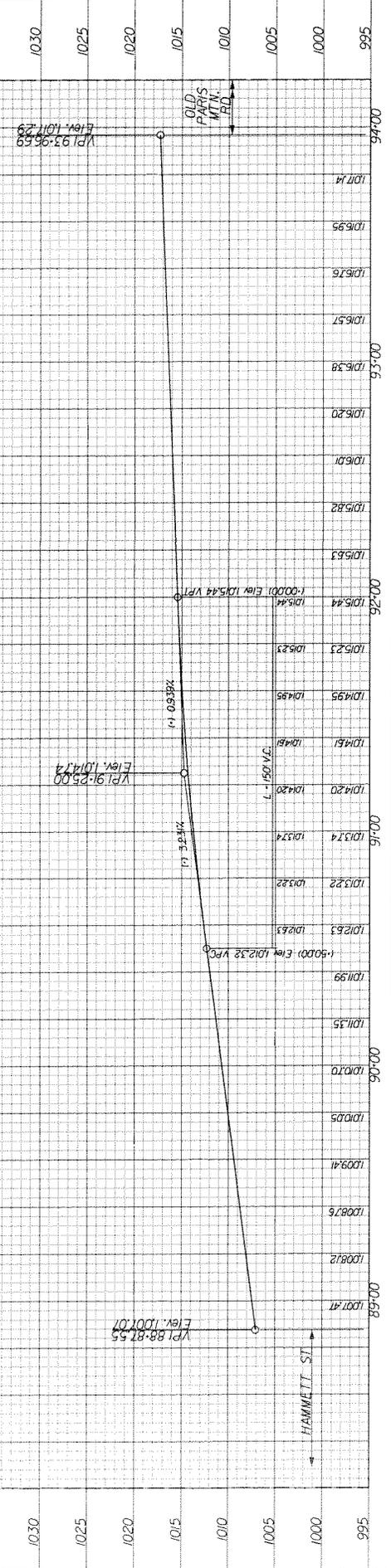
DATE: 7/14/2015
 PLOT DRIVER: PDF plotter
 SCALE: 40.0000 / 1" = 40.0000'
 PEN TABLE: 08-12.tbl
 FILE: P:\080816\13126-00\CADD\pdr\12d.dwg

PROJECT ID	13326-00-CT-09
COUNTY	DRENNELL
STATE	S.C.
SHEET NO.	3
TOTAL SHEETS	10/1

LEFT TOP OF CURB



RIGHT TOP OF CURB



SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
COLUMBIA, S.C.

TOP OF CURB PROFILE SHEET
US 276
CONSTRUCTION
STA. 88+20.00 - STA. 94+20.00
SCALE: 1" = 20'-0" HOR. 1" = 5'-0" VER.

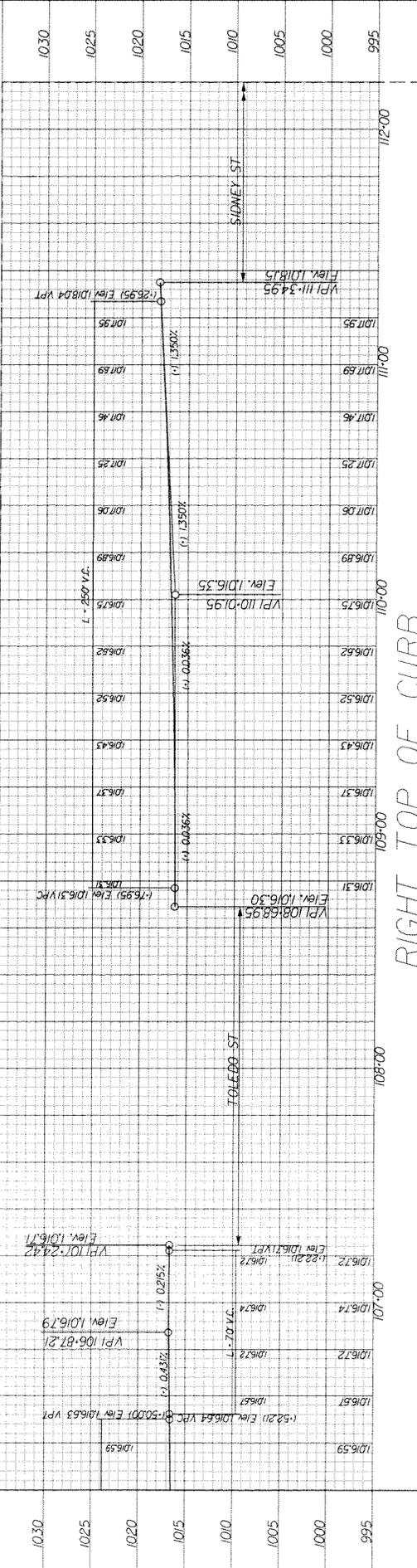
DATE: _____
BY: _____
CHECKED: _____
DATE: _____



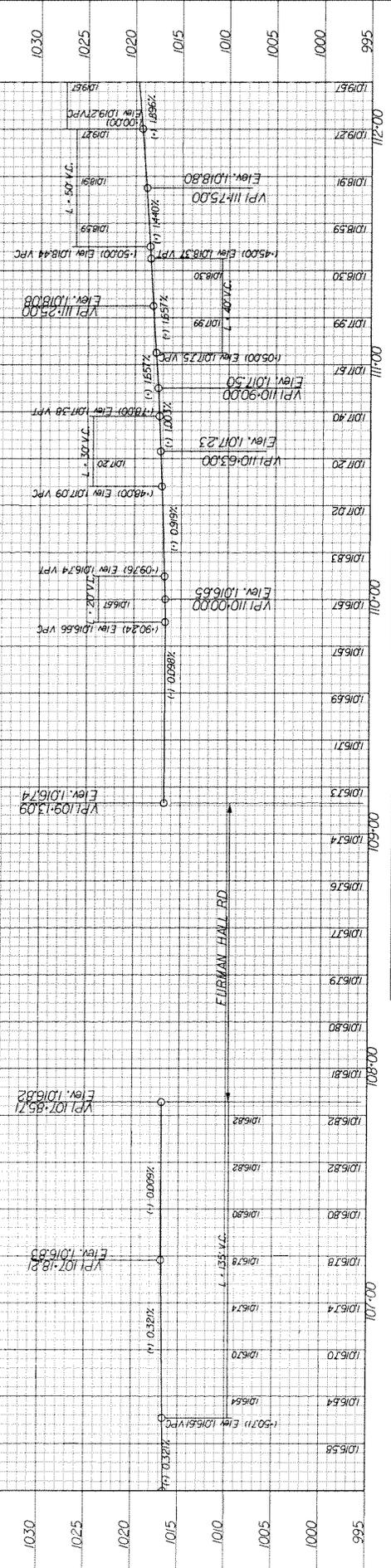
DAVIS
Engineering
Architecture
FLOYD
Environmental & Laboratory Services
CORPORATION - ENGINEERS - ARCHITECTS - SURVEYORS

PROJECT ID: 10000000000000000000
 COUNTY: GREENVILLE
 STATE: S.C.
 SHEET NO.: 1
 SHEET TOTAL: 1

LEFT TOP OF CURB



RIGHT TOP OF CURB



SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN
 COLUMBIA, S.C.

NO.	DATE	DESCRIPTION OF REVISION
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2		
3		
4		

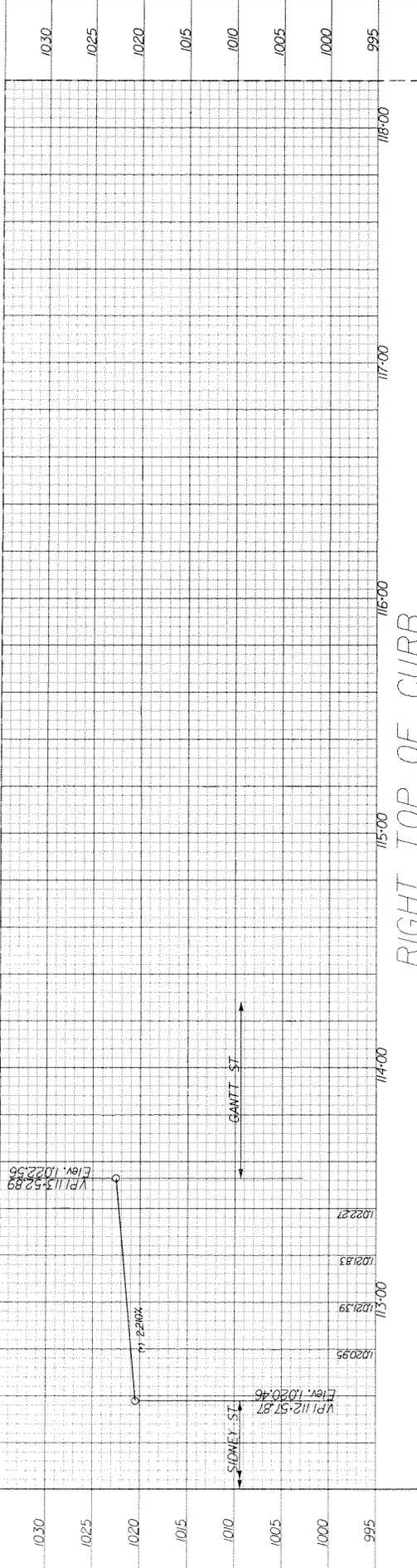
DAVIS
 FLOYD
 Engineering
 Architecture
 Environmental & Laboratory Services
 GREENVILLE, SOUTH CAROLINA



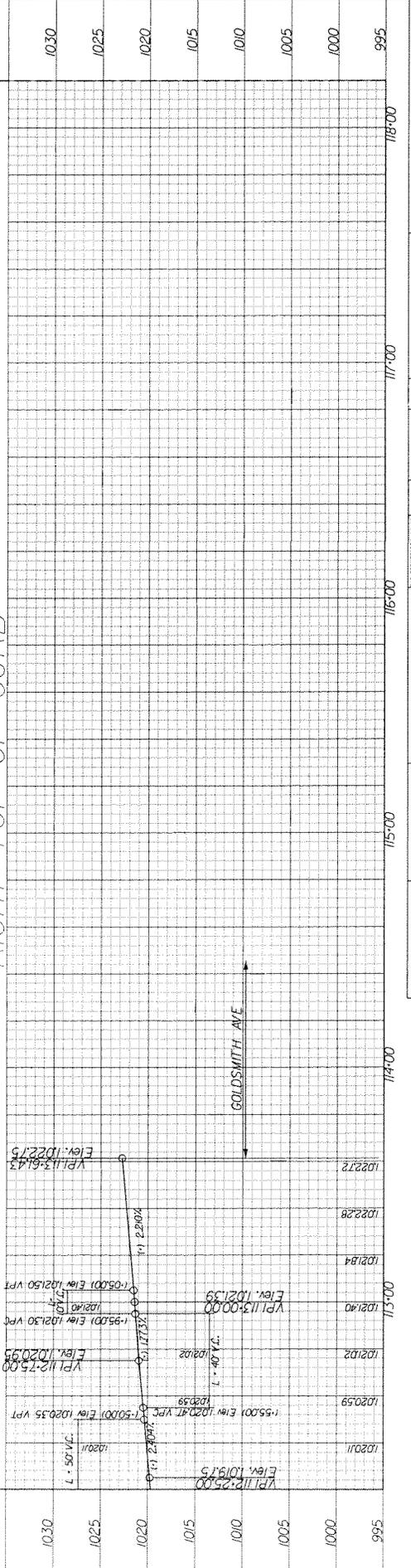
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 PLOT TABLE: V8-12.tbl
 DATE: 7/14/2015

PROJECT NO.	10278
SHEET NO.	1005
TOTAL SHEETS	1005
PROJECT ID	10278
COUNTY	GREENVILLE
STATE	S.C.
CITY	

LEFT TOP OF CURB



RIGHT TOP OF CURB



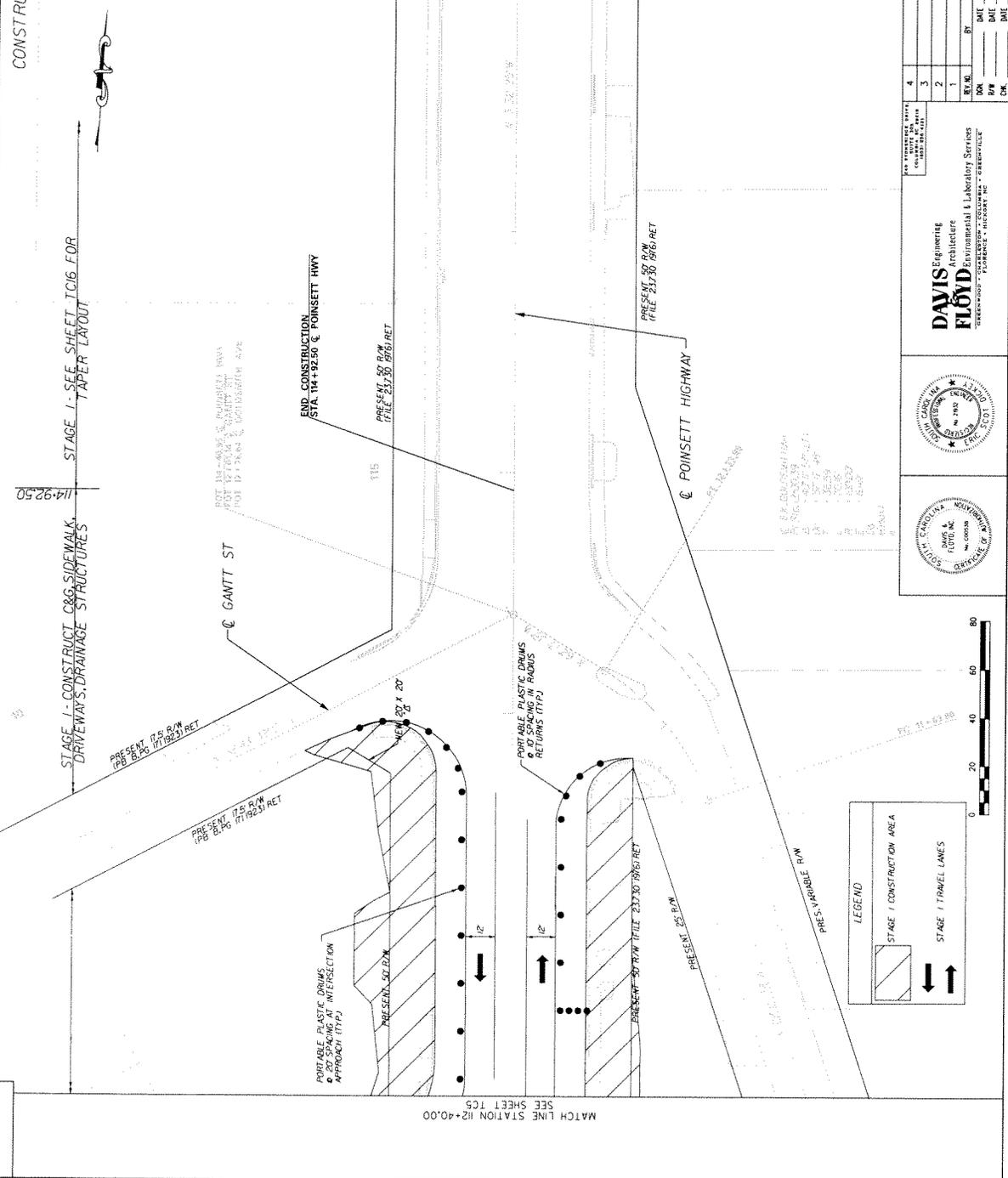
DATE	DATE	DATE	DATE
BY	BY	BY	BY
CHK	CHK	CHK	CHK
DAVIS Engineering Architecture Environmental & Laboratory Services Greenville • Florence • Myrtle Beach		SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN COLUMBIA, S.C.	
TOP OF CURB PROFILE SHEET 10278-105 - CONSC ST. HIGHWAY 7 STA. 112+20.00 - STA. 116+20.00		SCALE: 1" = 20' HOR. 1" = 5' VER.	

CONSTRUCTION PLANS

PROJECT NO.	114-92-50
PROJECT NAME	STAGE I - CONSTRUCT C&G SIDEWALK, DRIVEWAYS, DRAINAGE STRUCTURES
CONTRACTOR	GREENVILLE
DATE	7/14/2015
SCALE	1" = 40.0000'
TOTAL SHEETS	106
CURRENT SHEET	106

STAGE I - CONSTRUCT C&G SIDEWALK, DRIVEWAYS, DRAINAGE STRUCTURES

STAGE I - SEE SHEET TC16 FOR TAPER LAYOUT



STAGE I - CONSTRUCT C&G SIDEWALK, DRIVEWAYS, DRAINAGE STRUCTURES

STAGE I - SEE SHEET TC16 FOR TAPER LAYOUT

NO.	DATE	BY	DESCRIPTION
1	7/14/2015	...	...
2	...	...	...
3	...	...	...
4	...	...	...

SCALE: 1" = 40.0000' (1:40000) DATE: 7/14/2015 PLOT DRIVER: POF:hr:tg PEN TABLE: V8-12.tbl FILE: J:\0885\em-1126-00\C1\dgn\pvt\TC06.dgn

PROJECT NO. 114-92-50 PROJECT NAME STAGE I - CONSTRUCT C&G SIDEWALK, DRIVEWAYS, DRAINAGE STRUCTURES CONTRACTOR GREENVILLE DATE 7/14/2015 SCALE 1" = 40.0000' TOTAL SHEETS 106 CURRENT SHEET 106

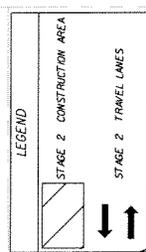
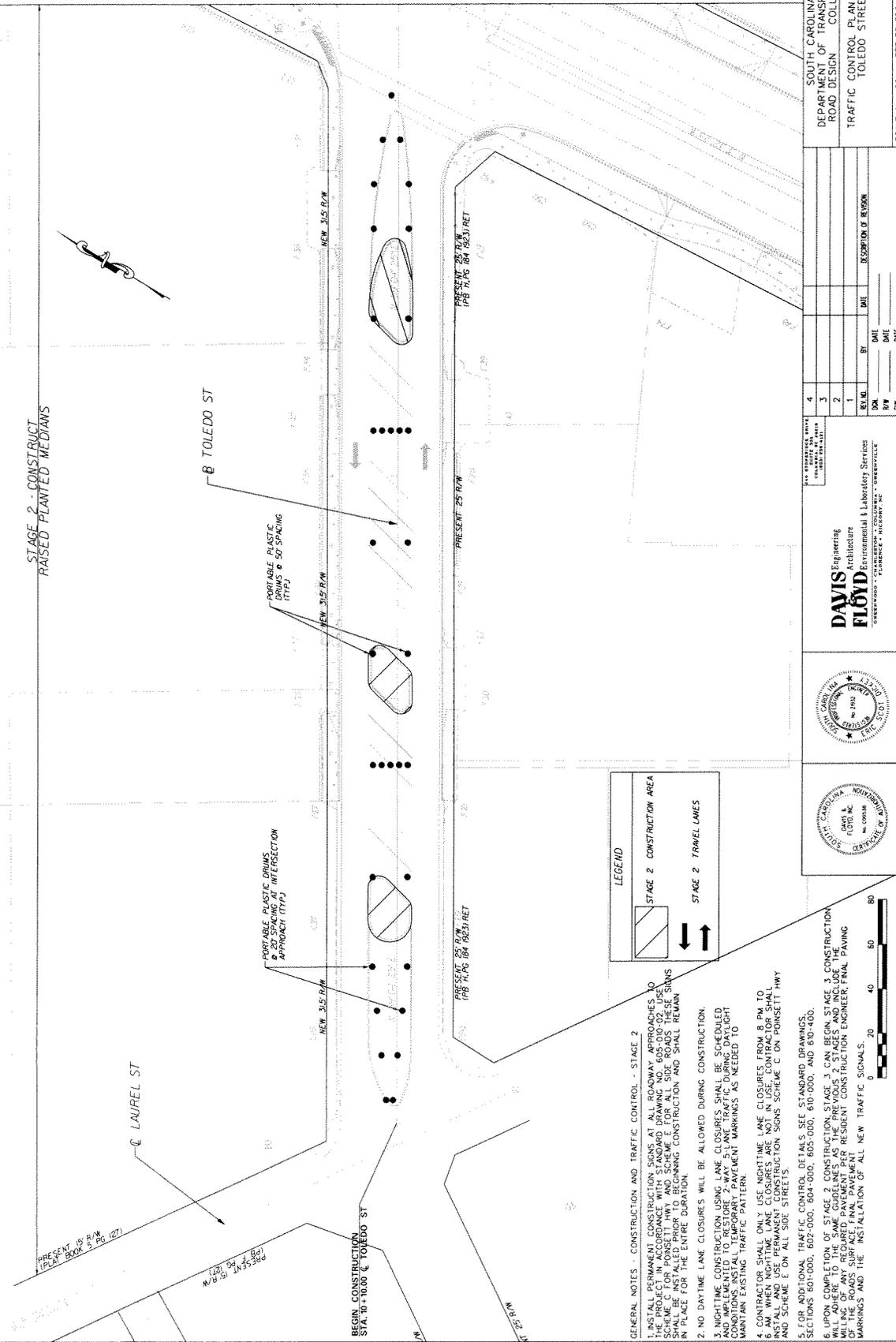
SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN COLUMBIA, S.C. TRAFFIC CONTROL PLAN (STAGE 1) US-276 (POINSETT HWY) STA 112+40.00 - STA 115+77.32 SCALE 1" = 20' RITE US-276 DMC-NO. TC6

DAVIS Engineering Architecture FLOYD Environmental & Laboratory Services GREENWOOD - FLORENCE - HAZLETON - WYOMING - GREENVILLE

PROJECT NO.	1028988
COUNTY	GREENWALE
STATE	S.C.
CITY	TOLEDO
DATE	7/14/2015
SCALE	1" = 40'

CONSTRUCTION PLANS

STAGE 2 - CONSTRUCT RAISED PLANTED MEDIANS



- GENERAL NOTES - CONSTRUCTION AND TRAFFIC CONTROL - STAGE 2**
1. INSTALL PERMANENT CONSTRUCTION SIGNS AT ALL SIDEWALK INTERSECTIONS TO THE PROJECT IN ACCORDANCE WITH STANDARD DRAWING NO. 605-010-02. USE SCHEME C FOR PONSETT HWY AND SCHEME E FOR ALL SIDE ROADS. THESE SIGNS SHALL BE PLACED AT THE BEGINNING OF CONSTRUCTION AND SHALL REMAIN IN PLACE FOR THE ENTIRE DURATION.
 2. NO DAYTIME LANE CLOSURES WILL BE ALLOWED DURING CONSTRUCTION.
 3. NIGHTTIME CONSTRUCTION USING LANE CLOSURES SHALL BE SCHEDULED TO OCCUR BETWEEN 8 PM TO 6 AM. NIGHTTIME LANE CLOSURES ARE NOT IN USE. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN.
 4. CONTRACTOR SHALL ONLY USE NIGHTTIME LANE CLOSURES FROM 8 PM TO 6 AM. NIGHTTIME LANE CLOSURES ARE NOT IN USE. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN.
 5. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN.
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 7. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN.
 8. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN. CONTRACTOR SHALL MAINTAIN EXISTING TRAFFIC PATTERN.



DAVIS FLOOD
 ENGINEERS
 ARCHITECTURE
 ENVIRONMENTAL & LABORATORY SERVICES
 GREENWOOD - WYOMING - WASHINGTON DC - WASHINGTON DC

REV. NO.	DATE	BY	CHK.	DESCRIPTION OF REVISION
4				
3				
2				
1				

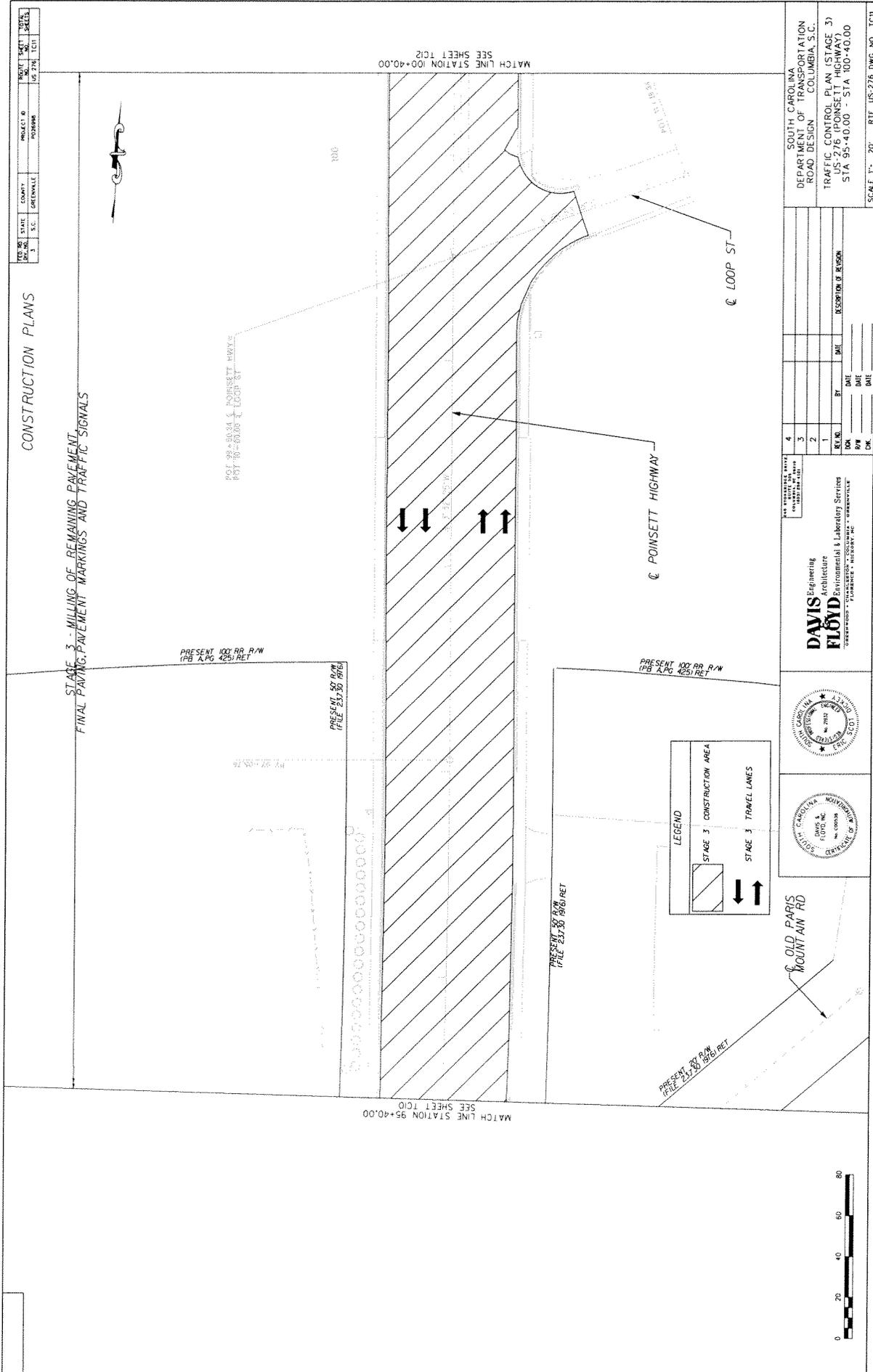
SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.
 TRAFFIC CONTROL PLAN (STAGE 2)
 TOLEDO STREET I

SCALE: 1" = 40' RTEL: TOLEDO.DWG. NO. 10B

NO.	DATE	BY	REVISION
1	03/11/15	JK	ISSUE FOR PERMITS
2	03/11/15	JK	ISSUE FOR BIDDING
3	03/11/15	JK	ISSUE FOR CONSTRUCTION

CONSTRUCTION PLANS

STAGE 3 - MILLING OF REMAINING PAVEMENT
FINAL PAVING, PAVEMENT MARKINGS AND TRAFFIC SIGNALS



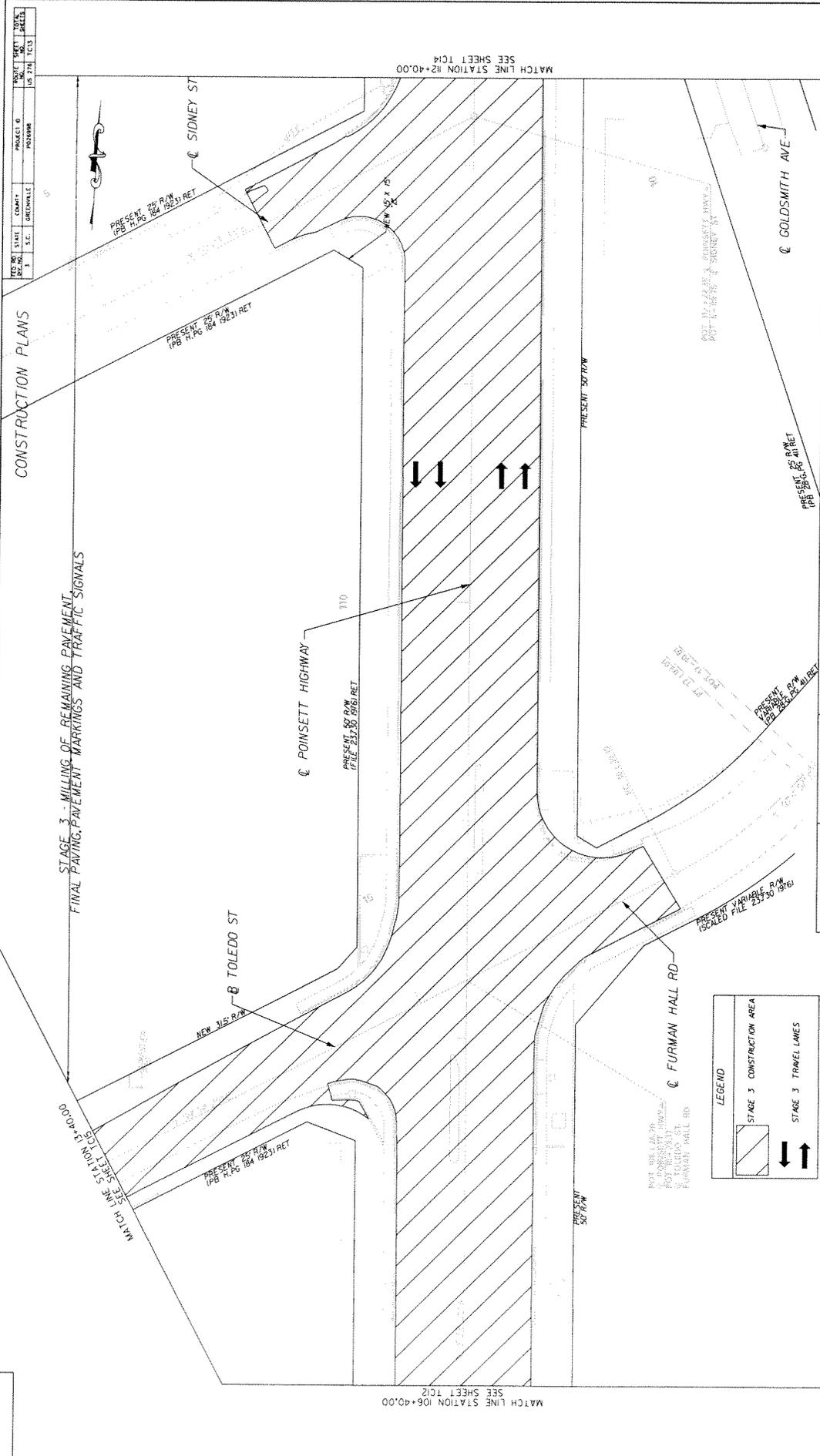
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.
TRAFFIC CONTROL PLAN (STAGE 3)
US-276 (POINSETT HIGHWAY)
STA 95+40.00 - STA 100+40.00
SCALE: 1" = 20' - RITE_US-276_DWG_NO_T011

REV	DATE	DESCRIPTION
1	03/11/15	ISSUE FOR PERMITS
2	03/11/15	ISSUE FOR BIDDING
3	03/11/15	ISSUE FOR CONSTRUCTION
4	03/11/15	ISSUE FOR CONSTRUCTION

DAVIS
FLOYD
Architecture
Environmental & Laboratory Services
CORPORATION - GREENVILLE, SOUTH CAROLINA



PLOTTED: 7/14/2015
PLOT DRIVER: POF plotter
PEN TABLE: V8-12.tbl
FILE: j:\job\evn\13126-00\civil.dgn\pvt\T011.dgn



CONSTRUCTION PLANS

STAGE 3 - MILLING OF REMAINING PAVEMENT,
FINAL PAVING, PAVEMENT MARKINGS AND TRAFFIC SIGNALS

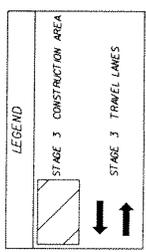
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117	1/11/19	J. W. W.	J. W. W.
118	1/11/19	J. W. W.	J. W. W.
119	1/11/19	J. W. W.	J. W. W.
120	1/11/19	J. W. W.	J. W. W.

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.
TRAFFIC CONTROL PLAN (STAGE 3)
US-276 (POINSETT HIGHWAY)
STA 106+40.00 - STA 112+40.00

REV.	DATE	BY	CHKD.	DESCRIPTION
1				ISSUANCE FOR REVIEW
2				
3				
4				

FOR PREPARING PLANS
CONSULTANT'S NAME
DATE OF ISSUE

DAVIS Engineering
FLOYD Architecture
Environmental & Laboratory Services
GREENWOOD - FARMERSVILLE - GREENVILLE



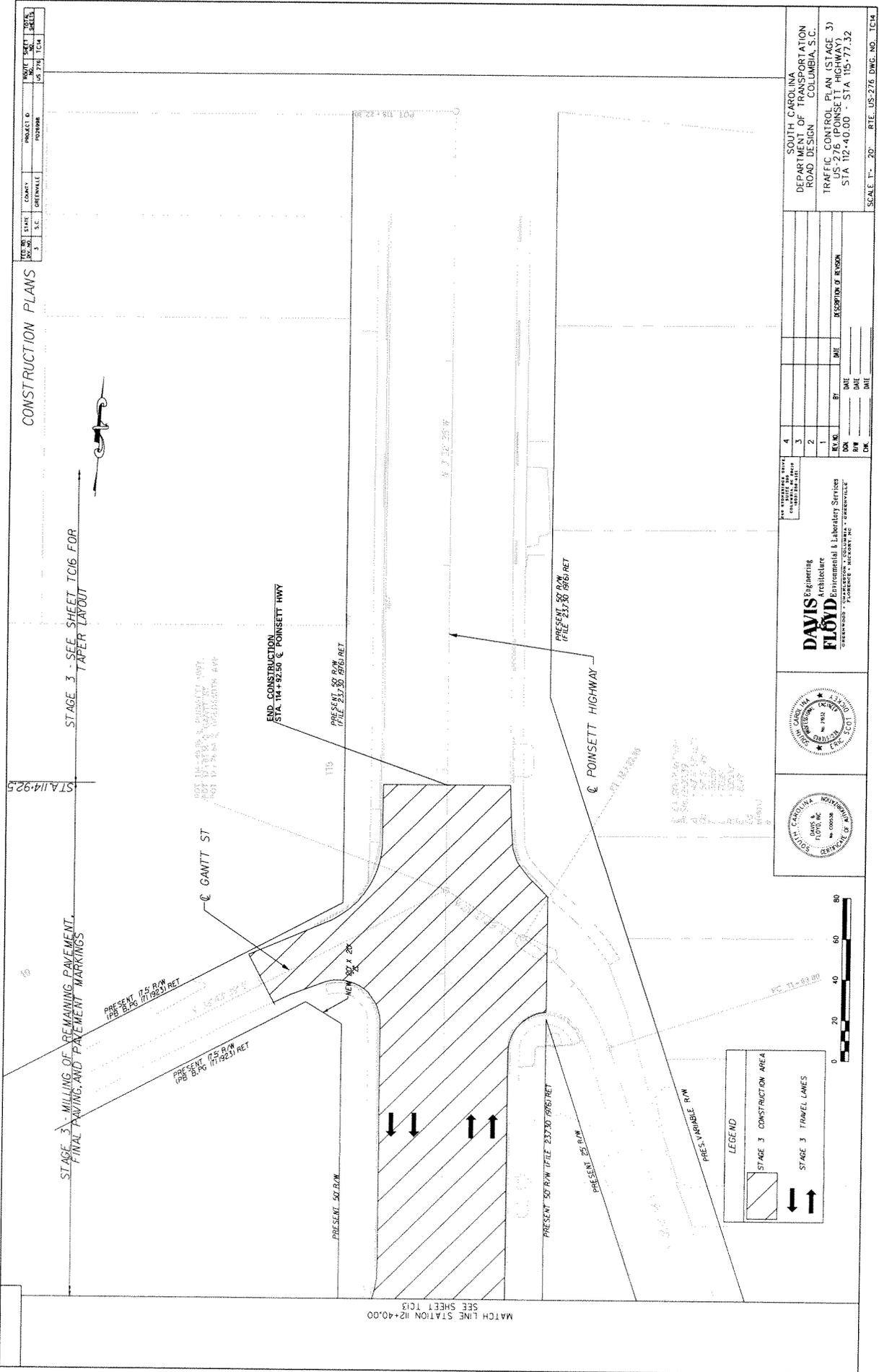
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115	1/11/19	J. W. W.	J. W. W.
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118	1/11/19	J. W. W.	J. W. W.
119	1/11/19	J. W. W.	J. W. W.
120	1/11/19	J. W. W.	J. W. W.

PROJECT NO.	15471	DATE	08/11/15	PROJECT D.	POINSETT	PROJECT SHEET	106
DATE	08/11/15	BY	WJL	PROJECT D.	POINSETT	PROJECT SHEET	106
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CONSTRUCTION PLANS

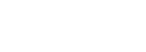
STAGE 3 - MILLING OF REMAINING PAVEMENT,
FINAL PAVING, AND PAVEMENT MARKINGS
TAPER LAYOUT

STAGE 3 - MILLING OF REMAINING PAVEMENT,
FINAL PAVING, AND PAVEMENT MARKINGS
TAPER LAYOUT



MATCH LINE STATION 12+40.00
SEE SHEET TC13

LEGEND
 STAGE 3 CONSTRUCTION AREA
 STAGE 3 TRAVEL LANES



FOR RECORDING ONLY
 CONTRACT NO. 15471-106
 DATE 08/11/15

DAVIS Engineering
FLOYD Architecture
 Environmental & Laboratory Services
 GREENWOOD - GREENVILLE - HAZLEWOOD - HICKORY - HUNTER - MOUNTAIN VIEW - SCOTTSVILLE

BY	DATE	DESCRIPTION
1		
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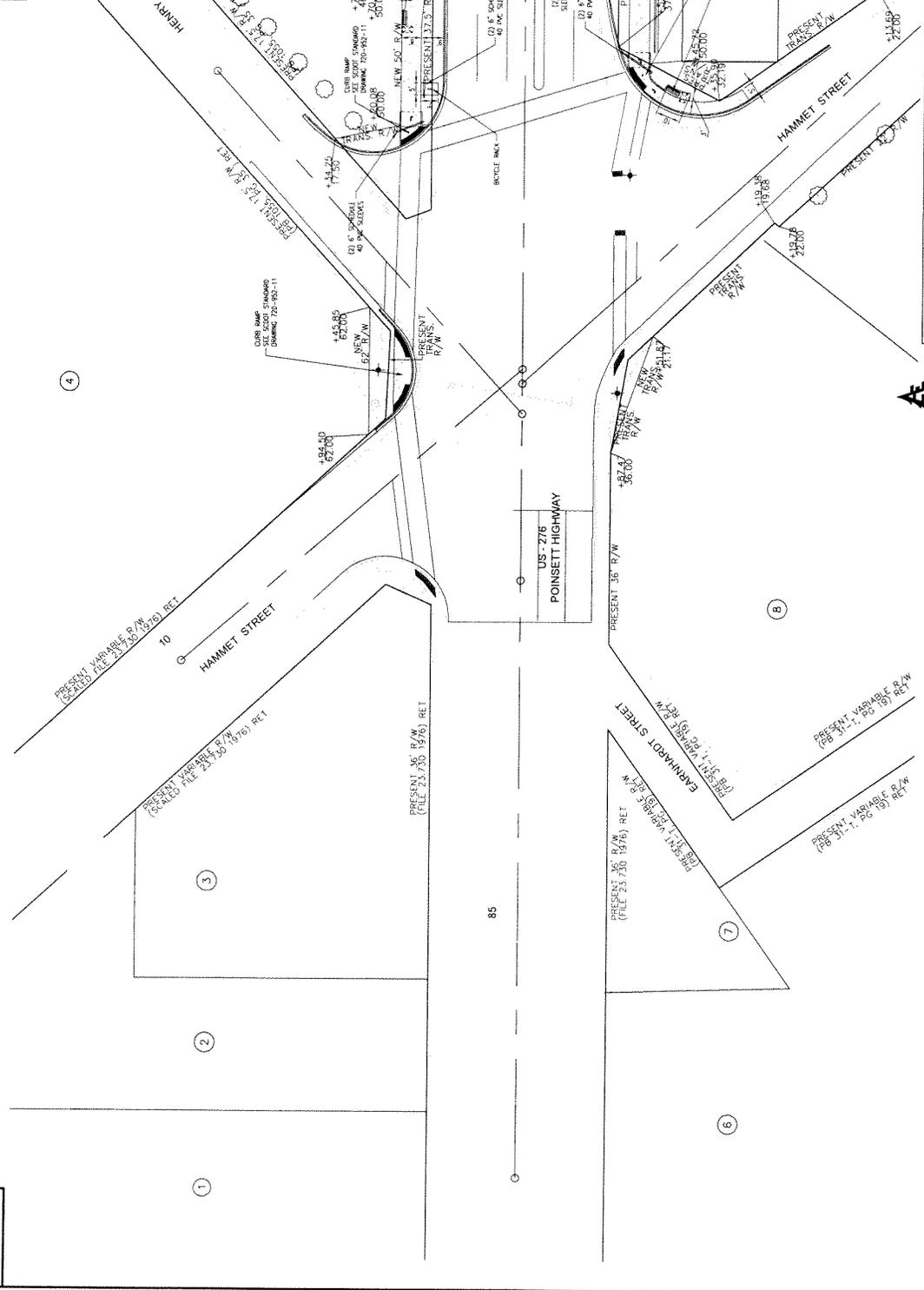
STATE OF SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN
 COLUMBIA, S.C.

TRAFFIC CONTROL PLAN (STAGE 3)
 US-276 (POINSETT HIGHWAY)
 STA 112+40.00 - STA 115+77.32

SCALE: 1" = 20' - RITE: US-276 DWG. NO. TCM

PLotted: 7/14/2015
 Plot Driver: PDR plctg
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 Pen Table: V8-12.tbl
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MATCHLINE STATION 98+60.00
SEE SHEET L2

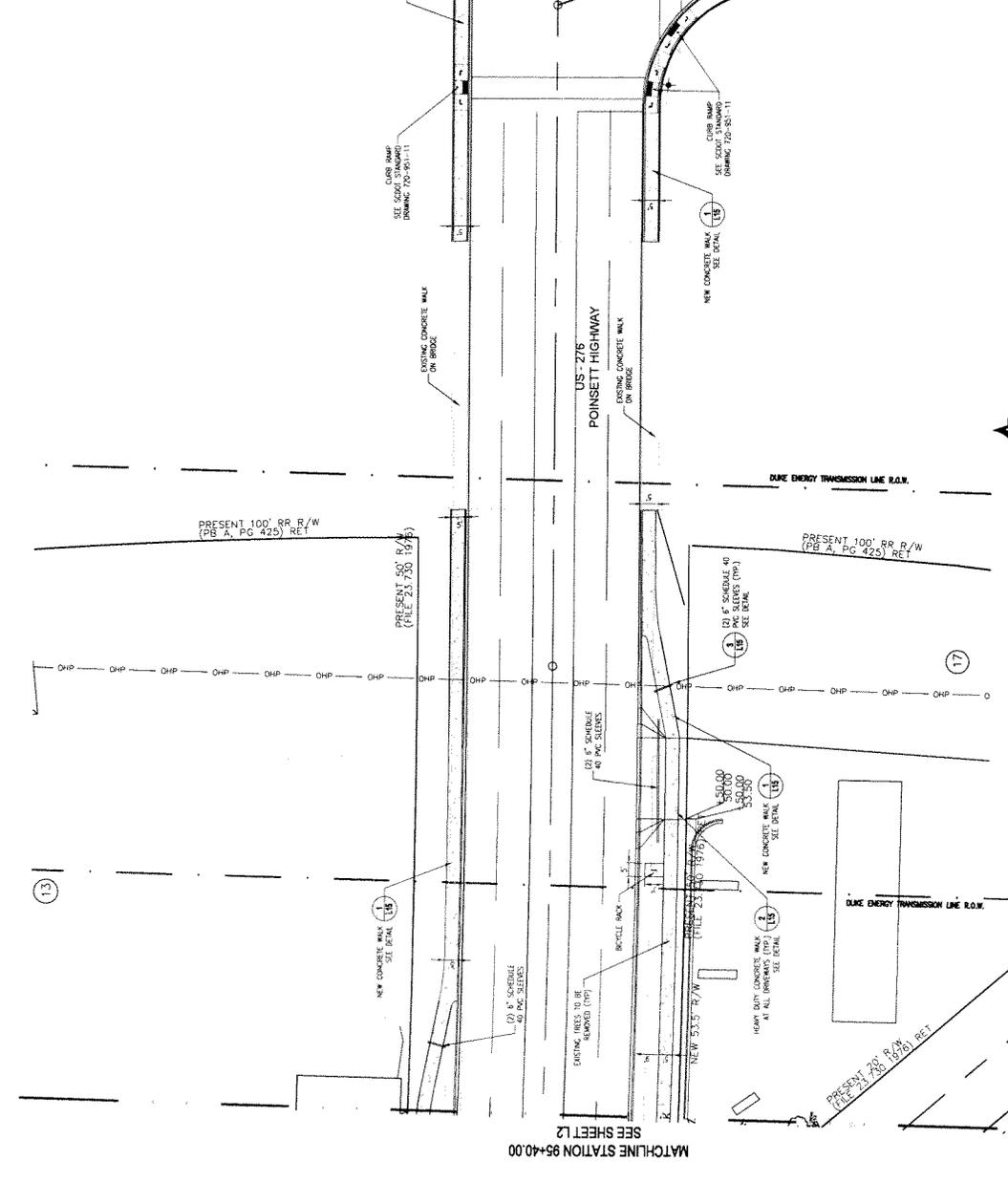
REV.	BY	DATE	DESCRIPTION OF REVISION
1			
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6			
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8			
9			
10			

ARBOR ENGINEERING
 1000 W. 10th St., Suite 100
 Columbia, SC 29201
 Phone: 803.733.8888
 Fax: 803.733.8889
 www.arbor-engineering.com

SEAL
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF SOUTH CAROLINA
 No. 10000
 EXPIRES 12/31/2025
 JOHN J. ARBOR

SCALE: 1"=20'
 SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.
 HARDSCAPE PLAN
 US-276 (POINSETT HIGHWAY)
 STA. 88+18.50 - STA. 89+60.00
 SCALE: 1"=20'
 RITE US-276

DATE	BY	CHKD BY	APP'D BY
10/20/11	J. S. GIBSON	J. S. GIBSON	J. S. GIBSON
10/20/11	J. S. GIBSON	J. S. GIBSON	J. S. GIBSON
10/20/11	J. S. GIBSON	J. S. GIBSON	J. S. GIBSON



SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.

HANDSCAPE PLAN
US-276 POINSETT HWY
STATIONS 95+40.00 - STA 100+40.00

SCALE: 1"=30'

REV # BY DATE DESCRIPTION OF REVISION

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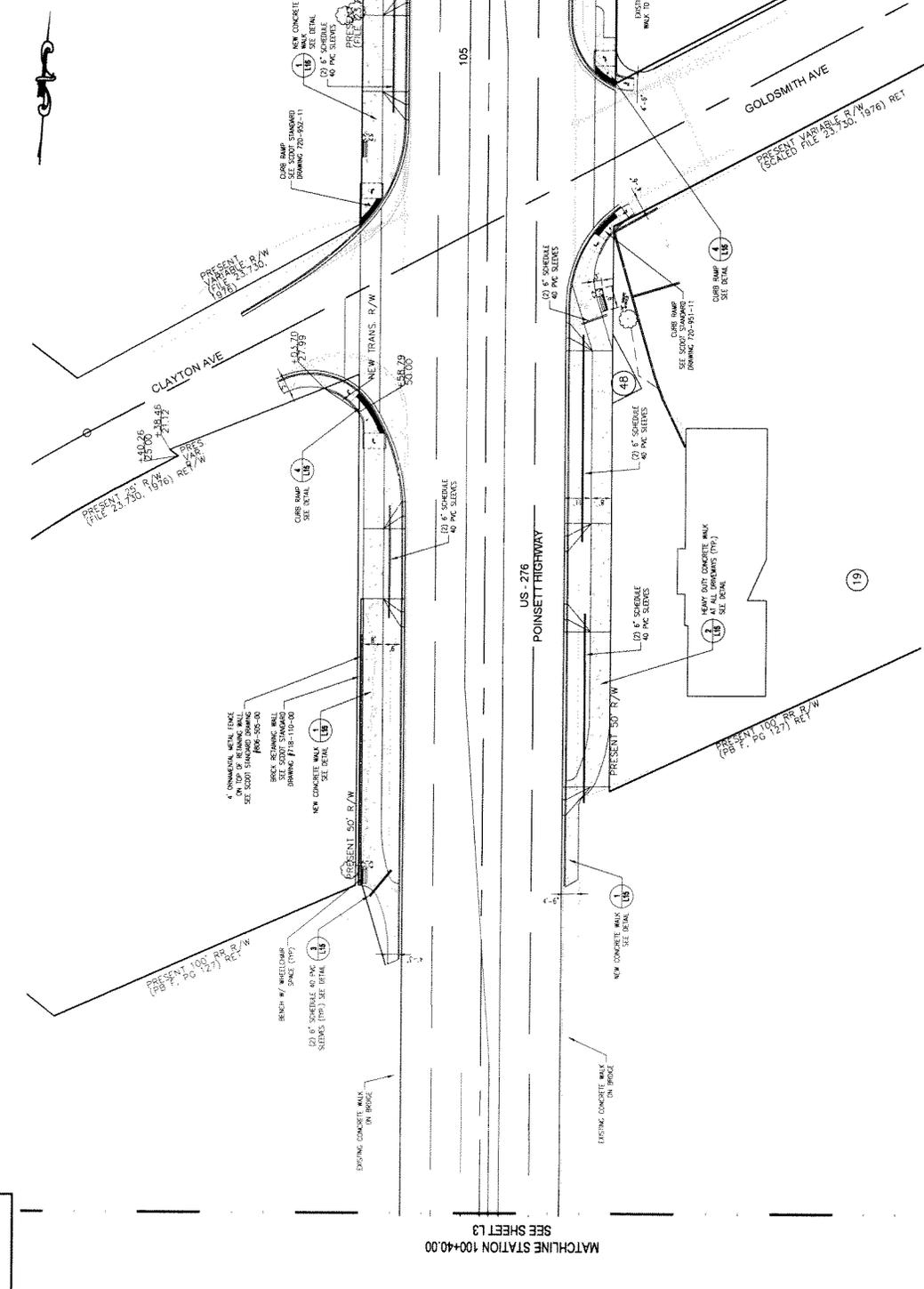
ARBOR ENGINEERING
INCORPORATED
1000 W. BROADWAY, SUITE 200
COLUMBIA, SC 29201
TEL: 803.733.4474
WWW.ARBORENGINEERING.COM

ARBOR JOB #13028

SCALE: 1"=30'

N

NO.	DATE	BY	DESCRIPTION
1	11/15/11	JL	ISSUED FOR PERMITS
2	01/10/12	JL	ISSUED FOR PERMITS
3	01/10/12	JL	ISSUED FOR PERMITS
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MATCHLINE STATION 100+40.00
SEE SHEET L3

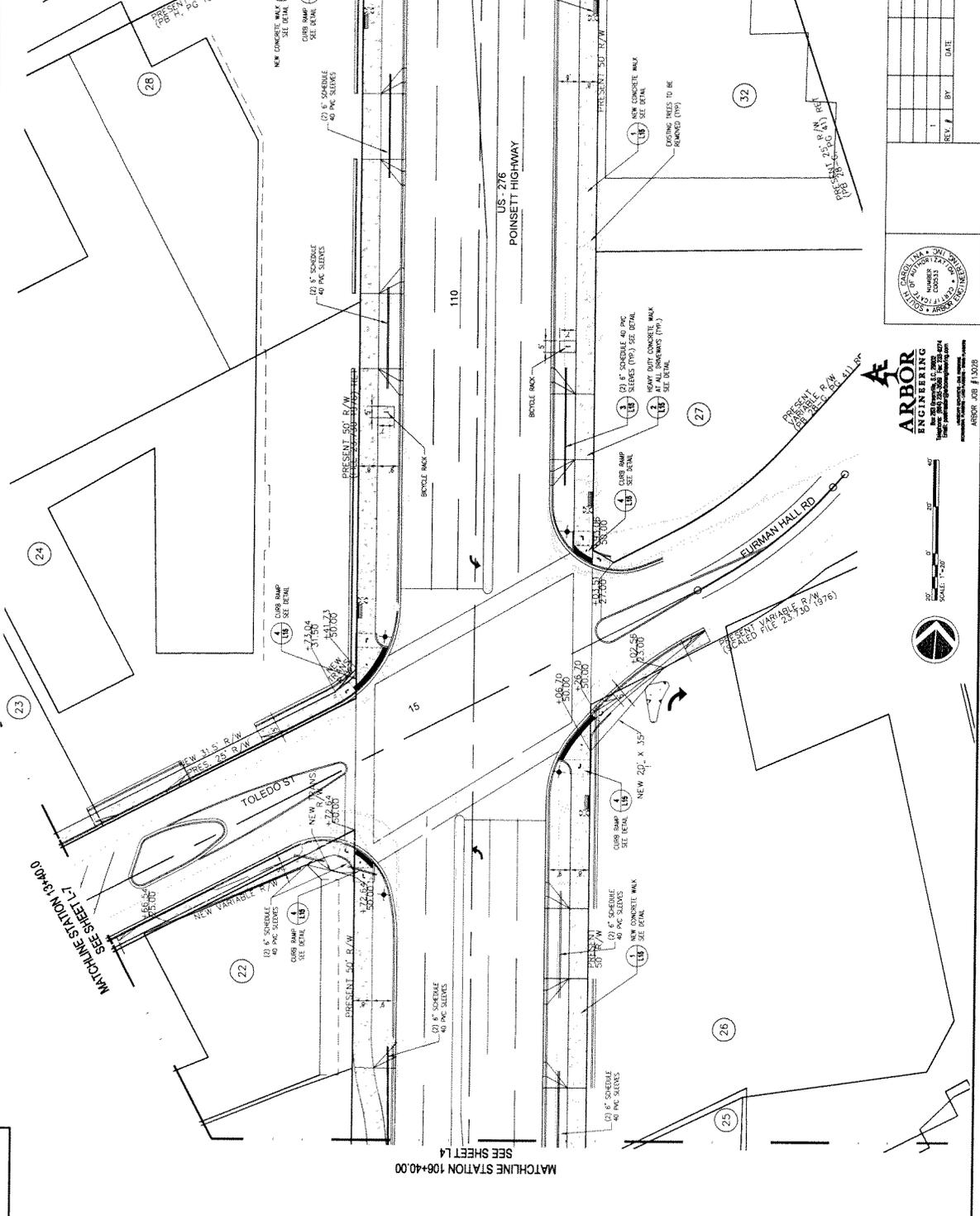
MATCHLINE STATION 108+40.00
SEE SHEET L5

ARBOR ENGINEERING
 1000 W. 10th Street, Suite 100
 Columbia, SC 29201
 Phone: 803.733.8888
 Fax: 803.733.8889
 Email: info@arbor-engineering.com
 ARBOR JOB # 13028

SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.
 US-276 HARDSHIP PLAN
 (PAINSBURY PARKWAY)
 STA 100+40.00 - STA 108+40.00
 SCALE: 1"=20'

REV.	BY	DATE	DESCRIPTION OF REVISION
1			

NO.	DATE	BY	DESCRIPTION
1	08/14/14	JL	ISSUED FOR PERMITS
2	08/14/14	JL	ISSUED FOR PERMITS
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7	08/14/14	JL	ISSUED FOR PERMITS
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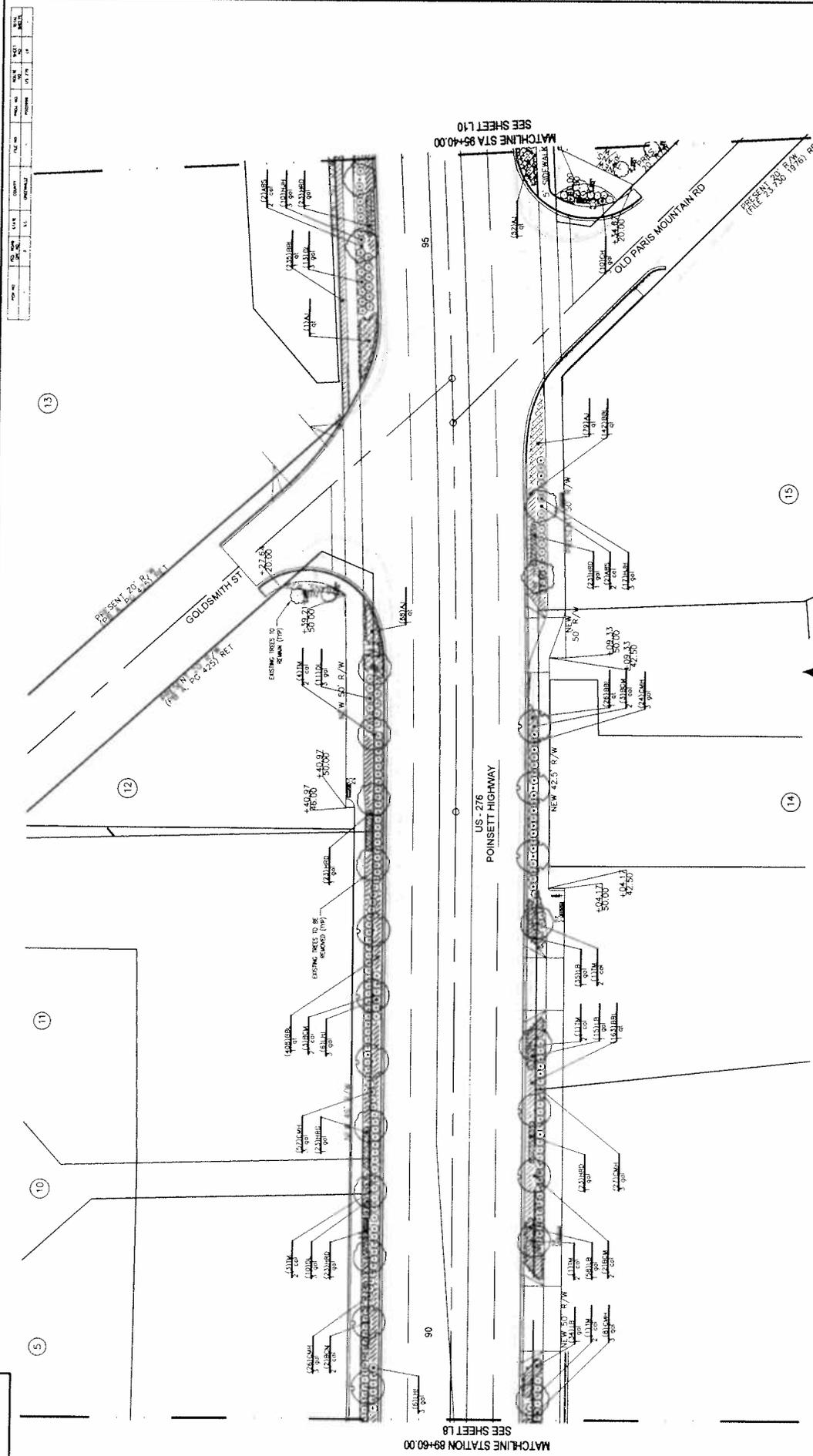


SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN - COLUMBIA, S.C.
 HARDSCAPE PLAN
 US-276 (POINSETT HIGHWAY)
 STA 106+40.00 - 124+40.00
 SCALE: 1"=40'
 RITE US-276



ARBOR ENGINEERING
 INC.
 100331
 STATE OF SOUTH CAROLINA
 LICENSED PROFESSIONAL ENGINEER
 CIVIL
 100331

ARBOR JOB # 13028
 SCALE: 1"=40'
 DATE: _____
 BY: _____
 DESCRIPTION OF REVISION: _____



MATCHLINE STATION 89+60.00
SEE SHEET L8

MATCHLINE STA 96+40.00
SEE SHEET L10

NO.	BY	DATE	DESCRIPTION OF REVISION

ARBOR ENGINEERING
 1000 W. BROADWAY, SUITE 100
 COLUMBIA, SC 29201
 TEL: 803.733.1100
 FAX: 803.733.1101
 ARBOR 008 / 1008

SEAL: SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN - COLUMBIA, S.C.
 LANDSCAPE PLAN
 US-276 (POINSETT HIGHWAY)
 STA 89+60.00 - STA 95+40.00

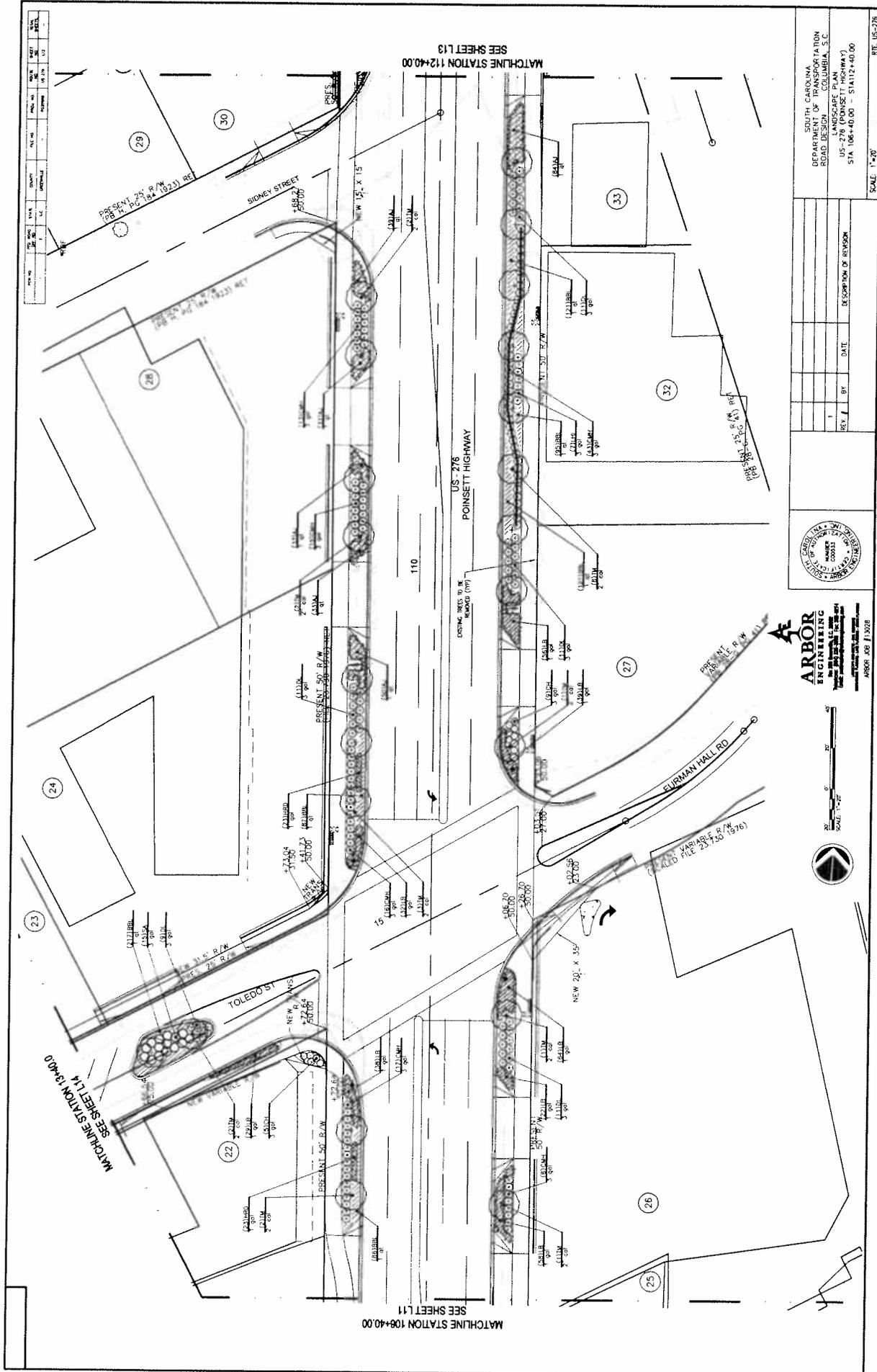
SCALE: 1"=20'

SEE SHEET L8

SEE SHEET L10

SCALE: 1"=20'

SCALE: 1"=20'



NO.	DATE	BY	DESCRIPTION
1	08/14/13	PC	PRELIMINARY
2	08/14/13	PC	REVISED
3	08/14/13	PC	REVISED
4	08/14/13	PC	REVISED

MATCHLINE STATION 108+40.00
SEE SHEET L11

MATCHLINE STATION 112+40.00
SEE SHEET L13

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN - COLUMBIA, S.C.
LANDSCAPE PLAN
US-276 (POINSETT HIGHWAY)
STA. 108+40.00 - 112+40.00

REV.	BY	DATE	DESCRIPTION OF REVISION
1			



ARBOR ENGINEERING
ARCHITECTS & ENGINEERS
1000 W. BROADWAY, SUITE 200
COLUMBIA, SC 29201
803.733.1111
ARBOR 088 / 3008



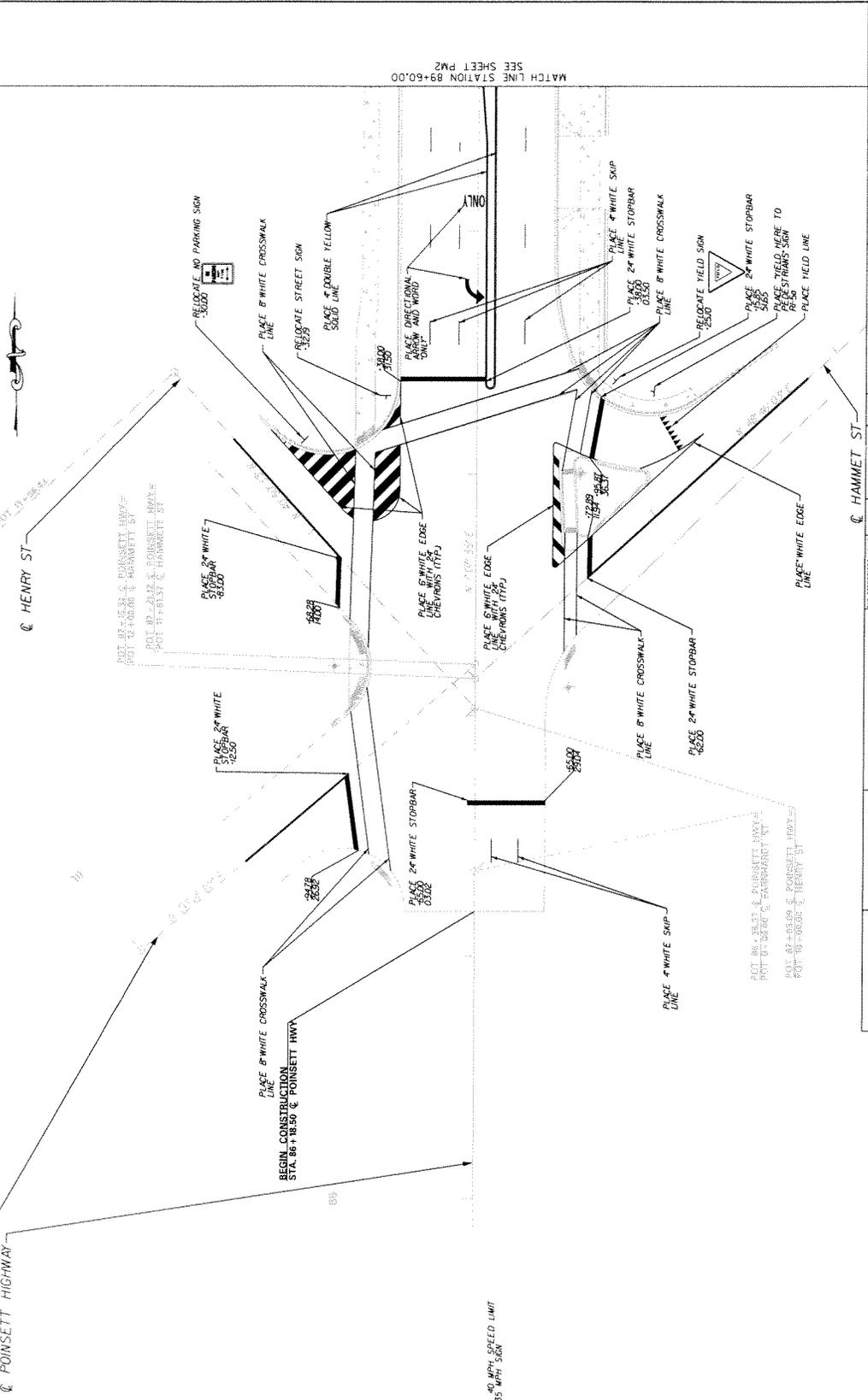
SCALE: 1"=20'

REF: US-276

NO. 1	STATE	COUNTY	PROJECT NO.	SHEET NO.	TOTAL SHEETS
3	S.C.	GREENWICH	2023998	105	214

CONSTRUCTION PLANS

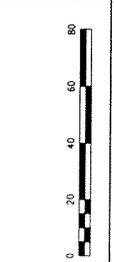
© HAMMETT ST
 © POINSETT HIGHWAY
 © HENRY ST



SOUTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
 ROAD DESIGN COLUMBIA, S.C.
 PAVEMENT MARKING AND SIGNAGE PLAN
 STA 86+18.50 - STA 89+60.00
 SCALE 1" = 20' RITE US 27.6 DWG. NO. PM1

NO.	DATE	BY	CHK	DESCRIPTION OF REVISION
1				
2				
3				
4				

DAVIS FLOYD
 ENGINEERING ARCHITECTURE
 Environmental & Laboratory Services
 GREENWOOD • FLORENCE • HAZLETON • GREENVILLE

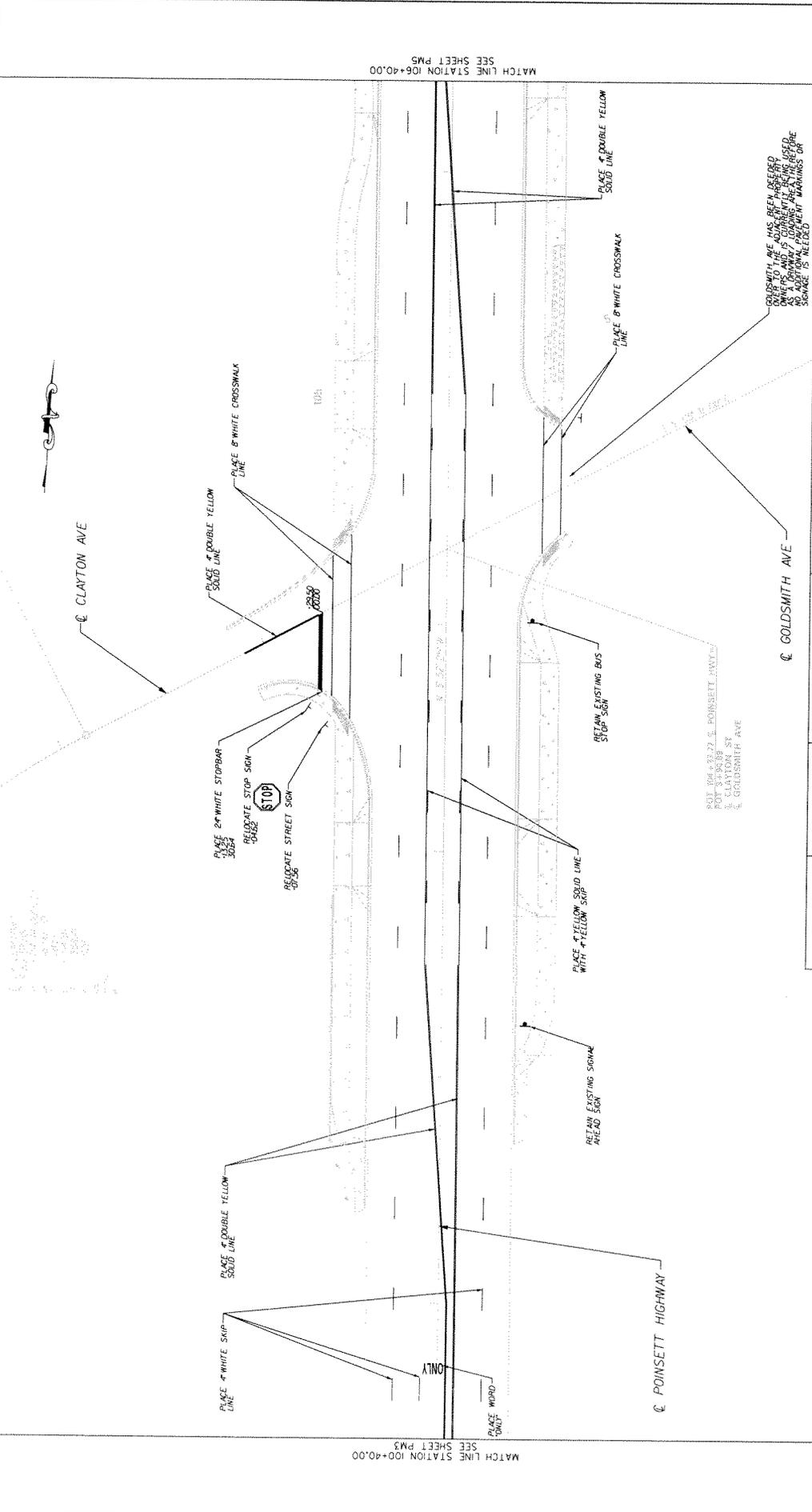


SCALE: 40,000' = 1" (AS SHOWN)
 DATE: 7/14/2015
 PLOT DRIVER: POF (atc)
 PLOTED: 7/14/2015

PER TABLE: V8-12.1b)
 REF: J:\road\enr\1326-00\Civil.dgn\pav\08PM.dgn
 7/14/2015 11:26:00 AM

CONSTRUCTION PLANS

TO SHEET	DATE	BY	CHKD
BY SHEET	DATE	BY	CHKD
PROJECT #		PROJECT NAME	
10000000		CLAYTON AVE	



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		

DESIGNER _____

CHECKED _____

DATE _____

DAVIS Engineering
Architecture
FLOYD Environmental & Laboratory Services
GREENWOOD • FLORENCE • HENRY • WYOMING



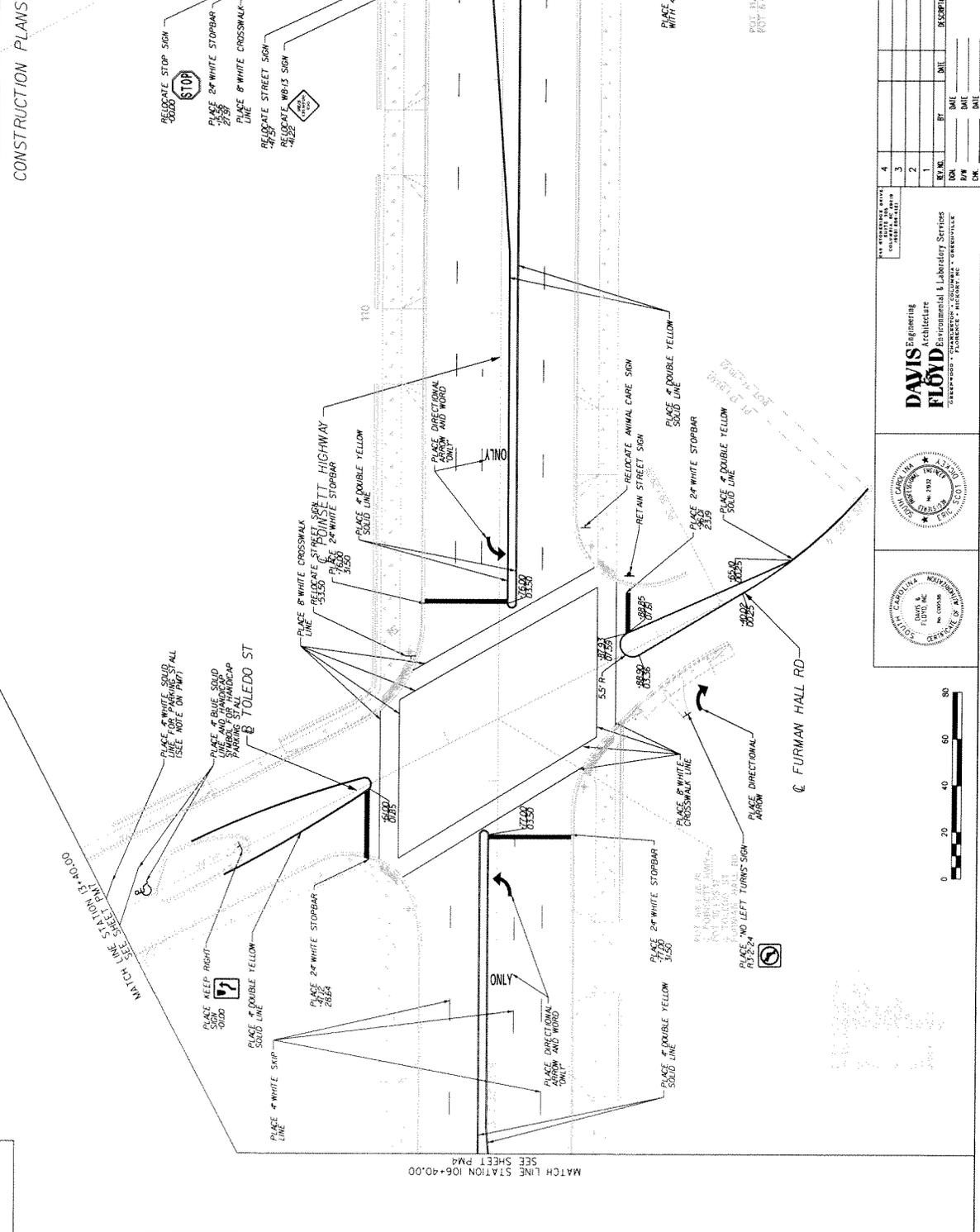

0 20 40 60 80



SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.
PAVEMENT MARKING AND SIGNAGE PLAN
US-276 (POINSETT HIGHWAY)
STA 100+40.00 - STA 106+40.00
SCALE: 1" = 20' RTE. US-276 DWG. NO. PMA

CONSTRUCTION PLANS

NO.	DATE	BY	DESCRIPTION
1	07/11/2015	J. DOBSON	ISSUED FOR PERMITS
2	07/14/2015	J. DOBSON	REVISED PER COMMENTS
3	07/14/2015	J. DOBSON	REVISED PER COMMENTS
4	07/14/2015	J. DOBSON	REVISED PER COMMENTS



MATCH LINE STATION 106+40.00 SEE SHEET PM4

MATCH LINE STATION 112+40.00 SEE SHEET PM6

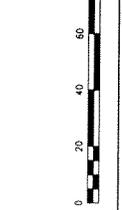
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN COLUMBIA, S.C.
PAVEMENT MARKING AND SIGNAGE PLANS
US 726 (POINSETT HIGHWAY)
STA 106+40.00 - STA 112+40.00

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			

DAVIS
Engineering
Architecture
Environmental & Laboratory Services
GREENWOOD - FLORENCE - WILMINGTON



SCALE: 1" = 20'



PROJECT NO.	11216-00
DATE	7/14/2015
PLANT DRIVER	gfc
PLOT DATE	7/14/2015
SCALE	40,000.00 x 1/8" = 1'

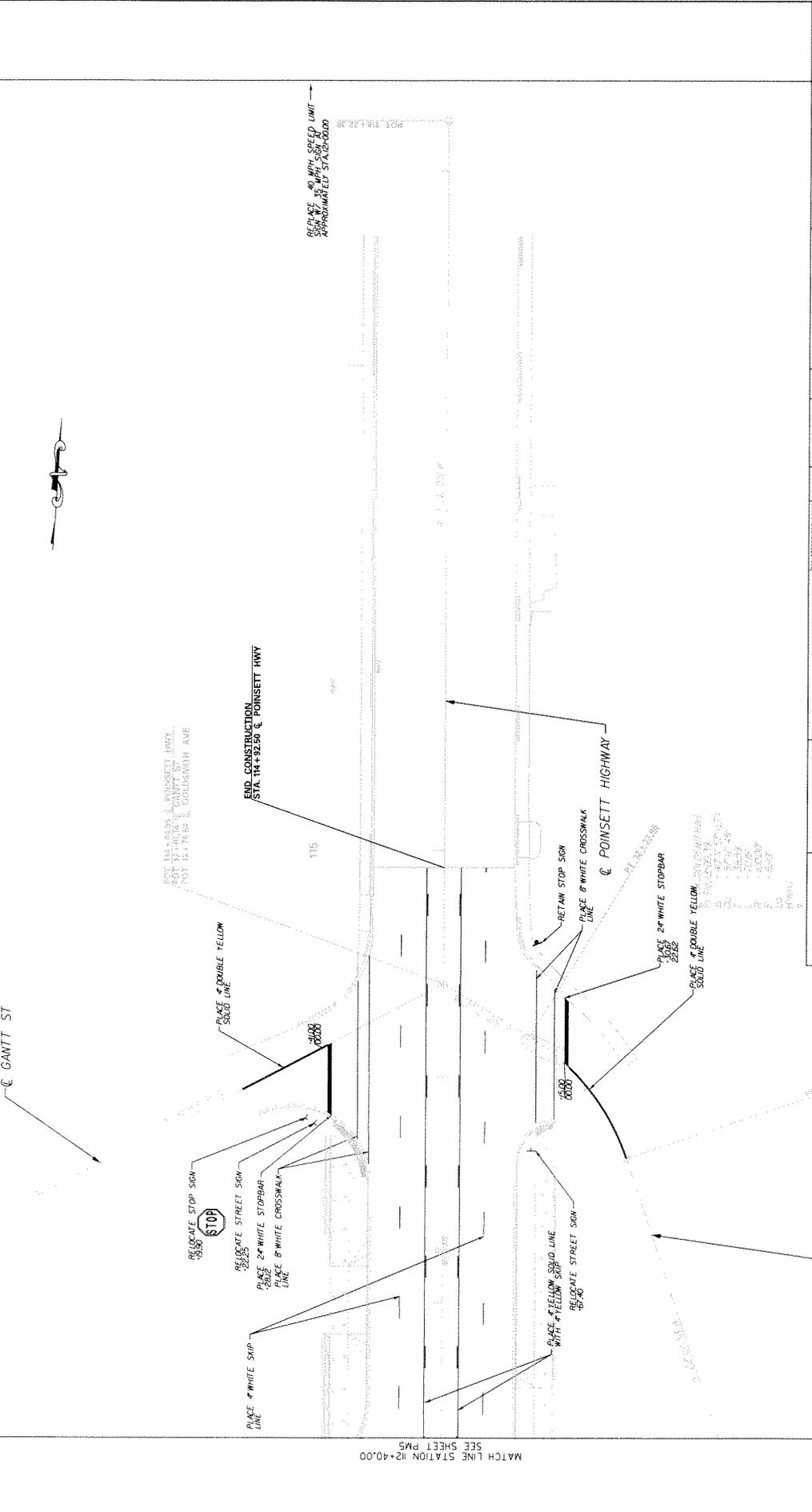
SCALE: 40,000.00 x 1/8" = 1'

PLANT DRIVER: gfc

DATE: 7/14/2015

PROJECT NO.: 11216-00

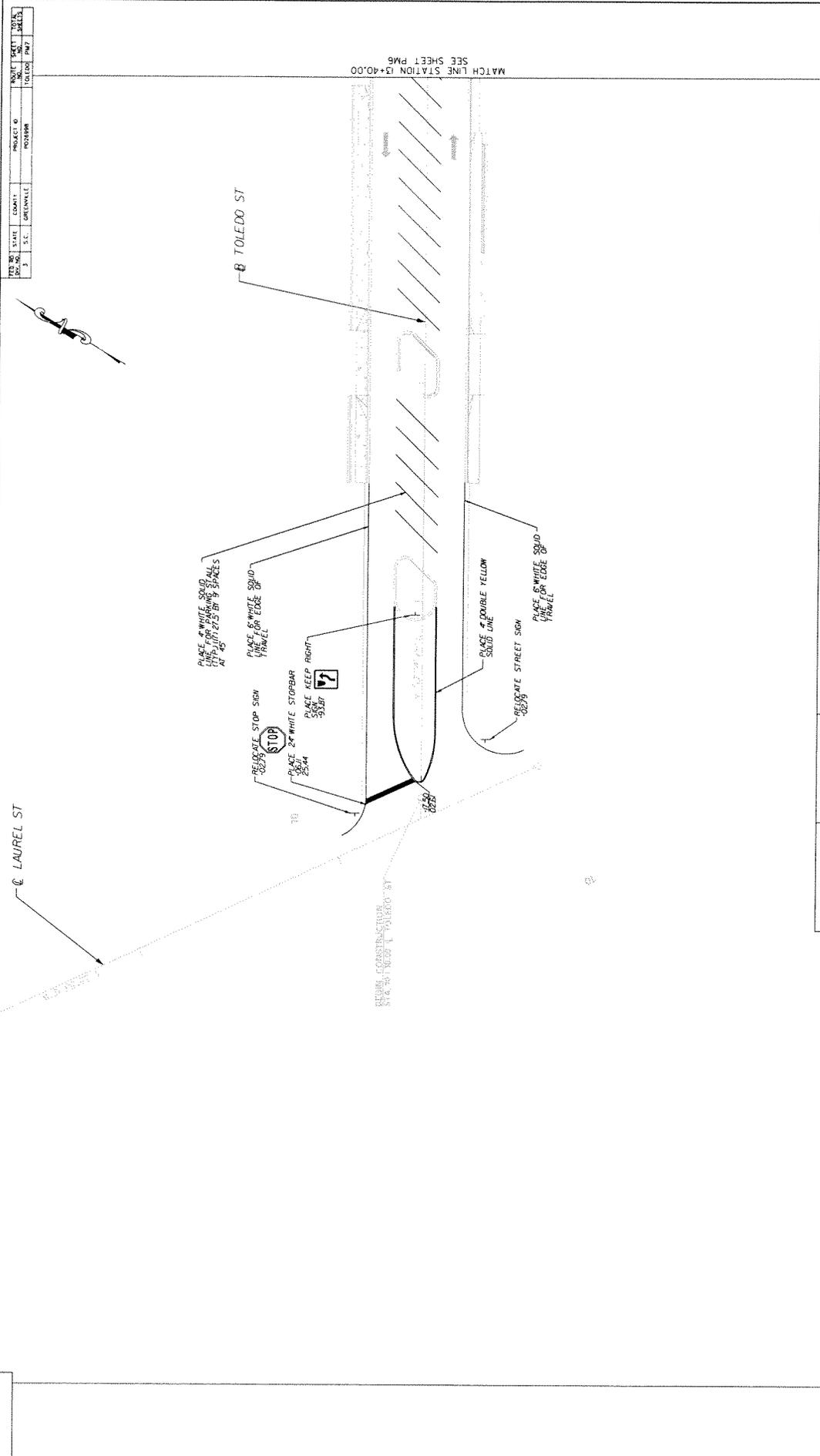
TED NO.	STATE	COUNTY	PROJECT ID	ROUTE	SHEET	TOTAL
3	S.C.	ORANGE	1021608	157A	106	106



SCALE: 1" = 20' REF: US 276 DWG. NO. PM6

DAVIS Engineering Architecture Environmental & Laboratory Services CONCEPTION • DESIGN • ARCHITECTURE • INTERIORS				
REVIEW BY: _____ DATE: _____ CHECK BY: _____ DATE: _____ DESIGNED BY: _____ DATE: _____	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION ROAD DESIGN - COLUMBIA, S.C. PAVEMENT MARKING AND SIGNAGE PLAN US-76 (POINSETT HIGHWAY) STA 112+40.00 - STA 115+77.32			

SCALE: 40,000 / 1" = 1000'
 PLOT DRIVER: PDR
 PLOT DATE: 7/14/2015
 PEN TABLE: V8-12.tbl
 FILE: J:\2015\1021608\1021608-001\1021608-001.dwg
 MATCH LINE STATION 112+40.00 SEE SHEET PMS



PROJECT NO.	13-00000
PROJECT NAME	TOLEDO STREET
DATE	7/14/2015
SCALE	1" = 40'
DRAWN BY	WV
CHECKED BY	WV
IN CHARGE	WV

MATCH LINE STATION 13+40.00
SEE SHEET PM6

DAVIS FLOOD
Engineering
Architecture
Environmental & Laboratory Services
GREENWOOD - FLORENCE - HENRYVILLE

REGISTERED PROFESSIONAL ENGINEER
STATE OF SOUTH CAROLINA
No. 12345
Exp. 12/31/2018

NO.	DATE	BY	CHKD.	DESCRIPTION OF REVISION
1				
2				
3				
4				

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN
PAVEMENT MARKING AND SIGNAGE PLAN
TOLEDO STREET
STA 10+00.00 - STA 13+40.00
SCALE: 1" = 40' RT. TOLEDO DWG. NO. PM7

SIGNAL EQUIPMENT

(1) 8 PHASE FULLY ACTIVATED 2000 CONTROLLERS - 6" W/ 10" SIGNAL MONITOR UNIT AND 302 5/8" MOUNTED CABINET
(2) SIGNAL DETECTOR UNITS

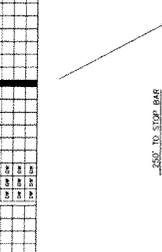
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HEAD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
DISPLAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
SIZE	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
QUANTITY	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

SIGNAL HEAD DISPLAY CHART

HEAD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
HEAD	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
DISPLAY	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
SIZE	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
QUANTITY	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2

APPROACH SPEEDS AND GRADES

ROUTE NO.	US 276	US 276	TOLDO	5-188
APPROACH DIRECTION	WB	EB	WB	WB
SIGNAL DESIGN SPEED	40	40	30	30
EST. GRADE (%)	0%	1%	2%	-1%



TRAFFIC SIGNAL PHASING

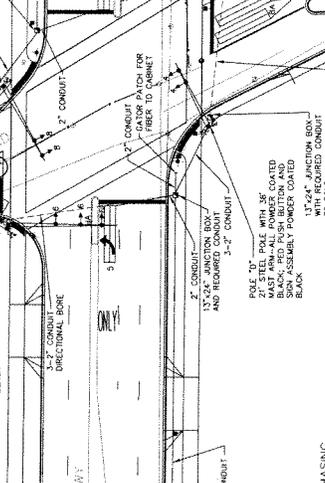
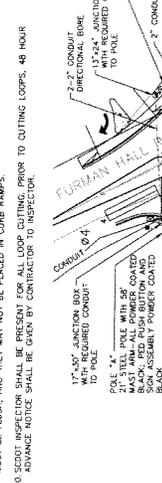
FUNCTIONS	#1	#2	#3	#4	#5	#6	#7	#8
WALK GREEN	-	-	-	-	-	-	-	-
ADDED INT (SEC/ACT)	-	-	-	-	-	-	-	-
MAX INTAL	-	-	-	-	-	-	-	-
PASSAGE	8.0	3.0	3.0	8.0	3.0	3.0	8.0	3.0
TIME TO REDUCE	1.5	-	-	-	-	-	-	-
TIME TO REDUCE	4.5	-	-	-	-	-	-	-
MIN. STOP	3.0	-	-	-	-	-	-	-
MIN. STOP	2.5	-	-	-	-	-	-	-
YELLOW CHANGE	4.1	3.1	3.1	4.1	3.1	3.1	4.1	3.1
RED CLEAR	2.0	1.3	1.3	2.0	1.3	1.3	2.0	1.3
RED CLEAR	MIN.	OFF	OFF	MIN.	OFF	OFF	MIN.	OFF
RED CLEAR	MIN.	OFF	OFF	MIN.	OFF	OFF	MIN.	OFF
LOCK MANUAL LOCK	-	-	-	-	-	-	-	-
SET DELAY	-	-	-	-	-	-	-	-
SET MODE	-	-	-	-	-	-	-	-
WALK	5	1	1	5	1	1	5	1
PEDESTRIAN CLEAR	23	30	30	23	30	30	23	33

LOOP DETECTOR INSTALLATION CHART

PHASE	DETECTOR	WALK	PHASE(S)	OPERATION	SPECIAL FEATURES
1	MP 100	1	PHASE	RELAY SEC EXT. SEC.	
2	MP 100	2	PHASE		
3	MP 100	3	PHASE		
4	MP 100	4	PHASE		
5	MP 100	5	PHASE		
6	MP 100	6	PHASE		
7	MP 100	7	PHASE		
8	MP 100	8	PHASE		

PROJECT NOTES

- THE WORK BEING CONDUCTED AT THIS SIGNAL IS PART OF A THREE-SIGNAL UPGRADE TO WEST ARM AND FURMAN HALL/TOLDO. THE SIGNAL UPGRADE PROJECT ON PONSSETT HIGHWAY BETWEEN HAMMETT AND SCOTT DISTRICT 3 SIGNAL SHOPS AND TURNING INSTALLING CABINETS, CONTROLLERS, STEEL POLE DETECTOR AMPLIFIERS, JUNCTION BOXES, AND ALL CONDUIT WORK. THE SIGNAL UPGRADE PROJECT IS BEING INSTALLED TO MAKE THE INTERSECTIONS OPERATIONAL. EXISTING POWER AND INTERCONNECT ARE BEING MAINTAINED. THE SIGNAL UPGRADE PROJECT IS BEING INSTALLED TO MAKE THE INTERSECTIONS OPERATIONAL. EXISTING POWER AND INTERCONNECT ARE BEING MAINTAINED.
- ALL LOOP LEAD-INS UNDER DRIVEWAYS MUST BE TESTED BEFORE THE DRIVEWAYS WILL BE RECONSTRUCTED AND THE CONDUIT CAN BE Laid UNDER THE DRIVEWAYS BEFORE THE DRIVEWAYS ARE RECONSTRUCTED.
- FROM CURB TO CURB OVERHEAD: CONTRACTOR WILL BRING IT TO CABINET, VIA GATOR PATCH FROM CURB TO CURB OVERHEAD. CONTRACTOR WILL BRING IT TO CABINET, VIA GATOR PATCH FROM CURB TO CURB OVERHEAD.
- BECAUSE THESE ARE EXISTING SIGNALS, POWER IS AVAILABLE. HOWEVER, THE CURBSET INSURERS WIRE SUPPLYING POWER WILL HAVE TO GO UNDERGROUND TO THE CABINET. THE CONTRACTOR WILL BE RESPONSIBLE FOR TANKS THAT WERE UNDERGROUND AND WORKING WITH DUNE POWER TO DO SO.
- ANY CONSTRUCTION BEHIND THE MACHINE BUS ON SITE WITH THE SCOTT SIGNAL INSPECTOR BEFORE SIGNAL EQUIPMENT SPECIFICATIONS FOR THE LATEST VERSION CONTACT SCOTT TRAFFIC ENGINEERING IN COLUMBIA (803) 737-1646 OR OBTAIN FROM SCOTT TRAFFIC ENGINEERING.
- ALL EQUIPMENT MATERIALS AND INSTALLATION PROCEDURES SHALL ADHERE TO THE SCOTT TRAFFIC ENGINEERING IN COLUMBIA (803) 737-1646 OR OBTAIN FROM SCOTT TRAFFIC ENGINEERING.
- EACH LOOP SHALL BE INSTALLED IN A SEPARATE SLOTT. A MINIMUM OF ONE FOOT SEPARATION SHALL BE MAINTAINED FOR EACH LOOP AND LEAD TO PREVENT CROSS TALK IF LOOPS ARE USED.
- PEDESTRIAN HEADS SHALL BE INSTALLED IN THE CURB RAMP AND INSTALLED PER SCOTT SPECIFICATIONS (AMERICANS WITH DISABILITIES ACT) APPROVED.
- JUNCTION BOX LOCATIONS ARE APPROXIMATE WHERE THEY MUST BE PLACED IN THE SIDEWALK. THEY MUST BE FLUSH, AND THEY MAY NOT BE PLACED IN CURB RAMP.
- SCOTT INSPECTOR SHALL BE PRESENT FOR ALL LOOP CUTTING PRIOR TO CUTTING LOOPS, 48 HOUR ADVANCE NOTICE SHALL BE GIVEN BY CONTRACTOR TO INSPECTOR.



*****CAUTION*****

PALMETTO UTILITY PROTECTION SERVICE
CALL BEFORE DIGGING CALL
TOLL FREE 1-800-927-5983

A ONE CALL SYSTEM FOR COMMUNITY AND JOB SAFETY.

THE UTILITY SERVICE SHOWS THE LOCATION OF THE UTILITY SERVICE ONLY. IT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

SIGN-A

LEFT TURN YIELD ON FLASHING

TRAFFIC SIGNAL HEAD
PEDESTRIAN HEAD - PUSH BUTTON
STEEL POLE
JUNCTION BOX
CABINET AND CONTROLLER
UNDERGROUND CONDUIT
LOOP (6" x VARIOUS)
QUADRANGLE LOOP (6" x 30")
STEEL ARM

SCALE: 1" = 40'

DATE: 2/1/05

FILE NO. 14-0808-025

CONTRACTOR: *Signature*
CONTRACT NO. 06
JOB NO. 06

DESIGNER: *Signature*
JOB NO. 06
JOB NO. 06

SCALE: 1" = 40'

DATE: 2/1/05

FILE NO. 14-0808-025

CONTRACTOR: *Signature*
CONTRACT NO. 06
JOB NO. 06

DESIGNER: *Signature*
JOB NO. 06
JOB NO. 06

REVISION

REV	BY	DATE	DESCRIPTION OF REVISION

NO. OF SHEETS	3	TOTAL SHEETS	3
DATE	11/11/03	PROJECT NO.	100-0000
SCALE	AS SHOWN	DATE	11/11/03

SOIL TYPES

ROAD ROUTE	STATION TO STATION	SOIL PARTICLE SIZE (UNIF. TEST)	ZONE
US 276	80+18.5 - 114+92.2	Coarse	Fieldwork

RECEIVING WATERS

ROAD ROUTE	STATION TO STATION	NAME OF RECEIVING WATERS	NAME OF ULTIMATE RECEIVING WATERS
US 276	80+18.5 - 87+20	Branch River	Branch River
US 276	87+20 - 99+50	Branch River	Branch River
US 276	99+50 - 101+50	Branch River	Branch River

TEMPORARY EROSION CONTROL BLANKET

ROAD ROUTE	STATION TO STATION	DEPTH OF BLANKET (FT)	FRONT SLOPE	BACK SLOPE	WIDTH (FT)	MSY
US 276	80+18.5 - 87+20	1	2	2	10	0.112
US 276	87+20 - 99+50	1	2	2	10	0.245
US 276	99+50 - 101+50	1	2	2	10	0.224
TOTALS						1.081

SEDIMENT DAM

ROAD ROUTE	NO. STATION	DEPTH OF DAM	WIDTH OF DAM	LENGTH OF DAM	SEDIMENT STORAGE VOLUME	TOTAL HEIGHT TO SPILLWAY	SPILLWAY DEPTH	SPILLWAY WIDTH	OUTFALL CHANNEL WIDTH	OUTFALL CHANNEL DEPTH	OUTFALL CHANNEL LENGTH
US 276	80+18.5	1	10	10	100	10	10	10	10	10	10
TOTALS											

SEDIMENT TUBES IN DITCHES

ROAD ROUTE	STATION TO STATION	SIDE	AVERAGE LENGTH (FT)	SPACING (FT)	TOTAL	COMMENTS
US 276	80+18.5 - 101+50	Both	10	10	200	
TOTALS						

TURF REINFORCED MATTING (TRM)

ROAD ROUTE	STATION TO STATION	DEPTH OF MAT (FT)	SLOPES	FRONT	BACK	TYPE	TYPE 1 (MSY)	TYPE 2 (MSY)	TYPE 3 (MSY)
US 276	80+18.5 - 101+50	1	2:1	2:1	2:1	1	0.112	0.245	0.224
TOTALS									

SEDIMENT TUBES IN DITCHES

ROAD ROUTE	STATION TO STATION	SIDE	AVERAGE LENGTH (FT)	SPACING (FT)	TOTAL	COMMENTS
US 276	80+18.5 - 101+50	Both	10	10	200	
TOTALS						

DAVIS Engineering Architecture
Environmental & Laboratory Services
GREENWOOD - WOODBRIDGE - HICKORY - NC

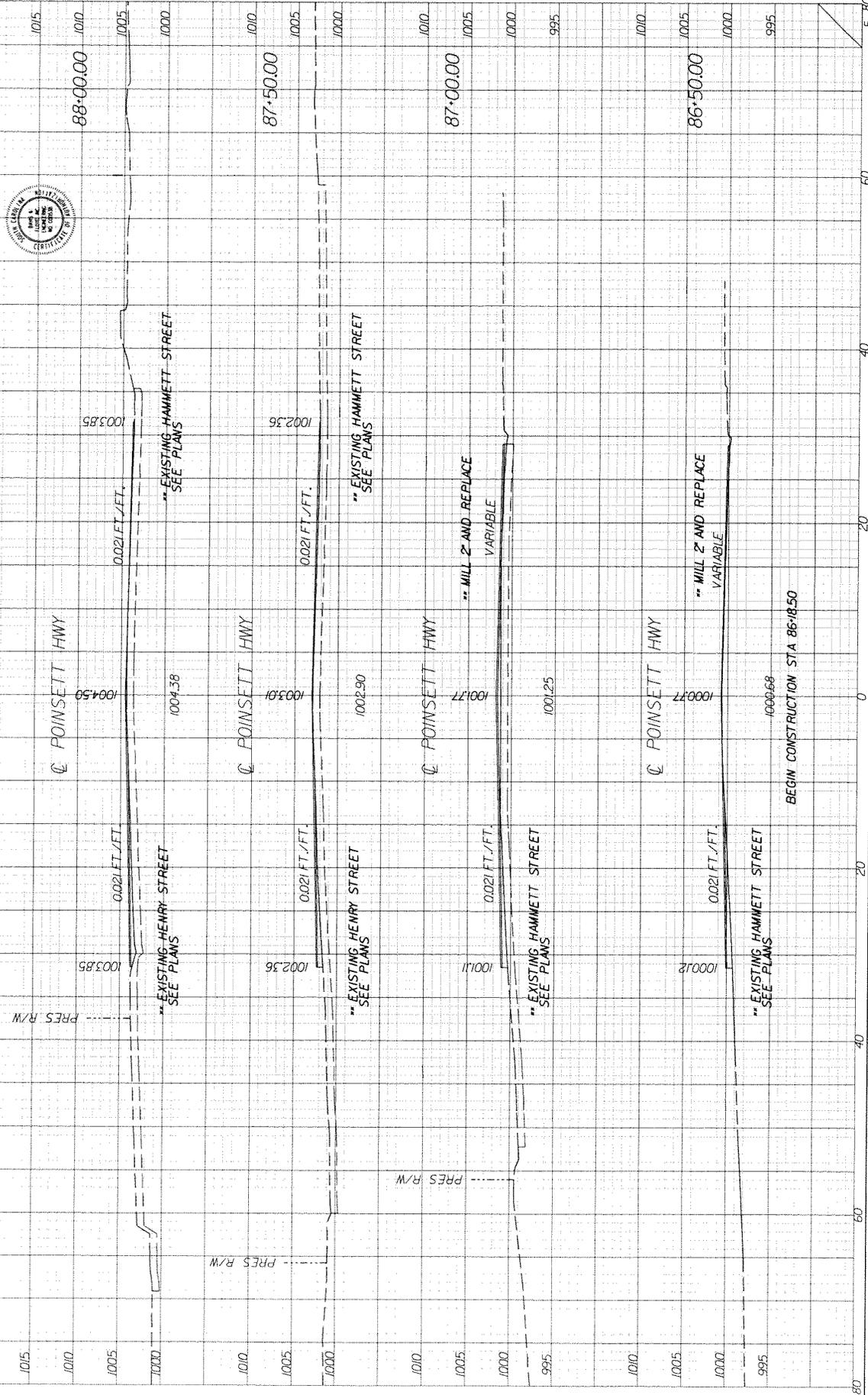
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
ROAD DESIGN - COLUMBIA, S.C.

PROJECT NO. 100-0000
DATE 11/11/03
SCALE 1" = 10'

PROJECT NO. 100-0000
DATE 11/11/03
SCALE 1" = 10'

CONSTRUCTION PLANS

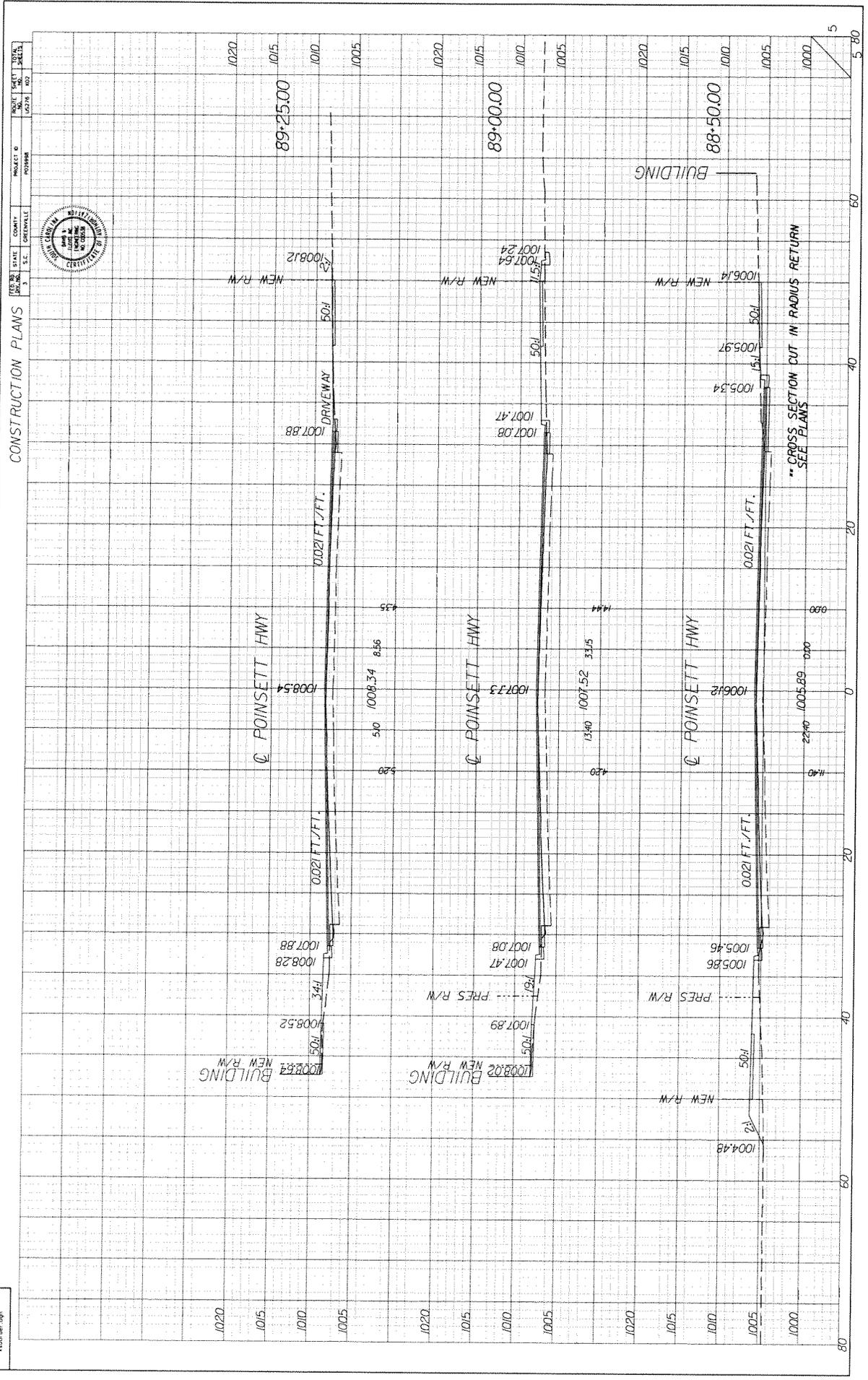
PROJECT NO. 10276
 COUNTY: CLEVELAND
 SHEET NO. 101



10/15/10

CONSTRUCTION PLANS

PROJECT NO.	10276
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DATE	10/27/05
PROJECT & POSITION	
COUNTY	DEKALB
SCALE	1" = 40'
DATE	10/27/05



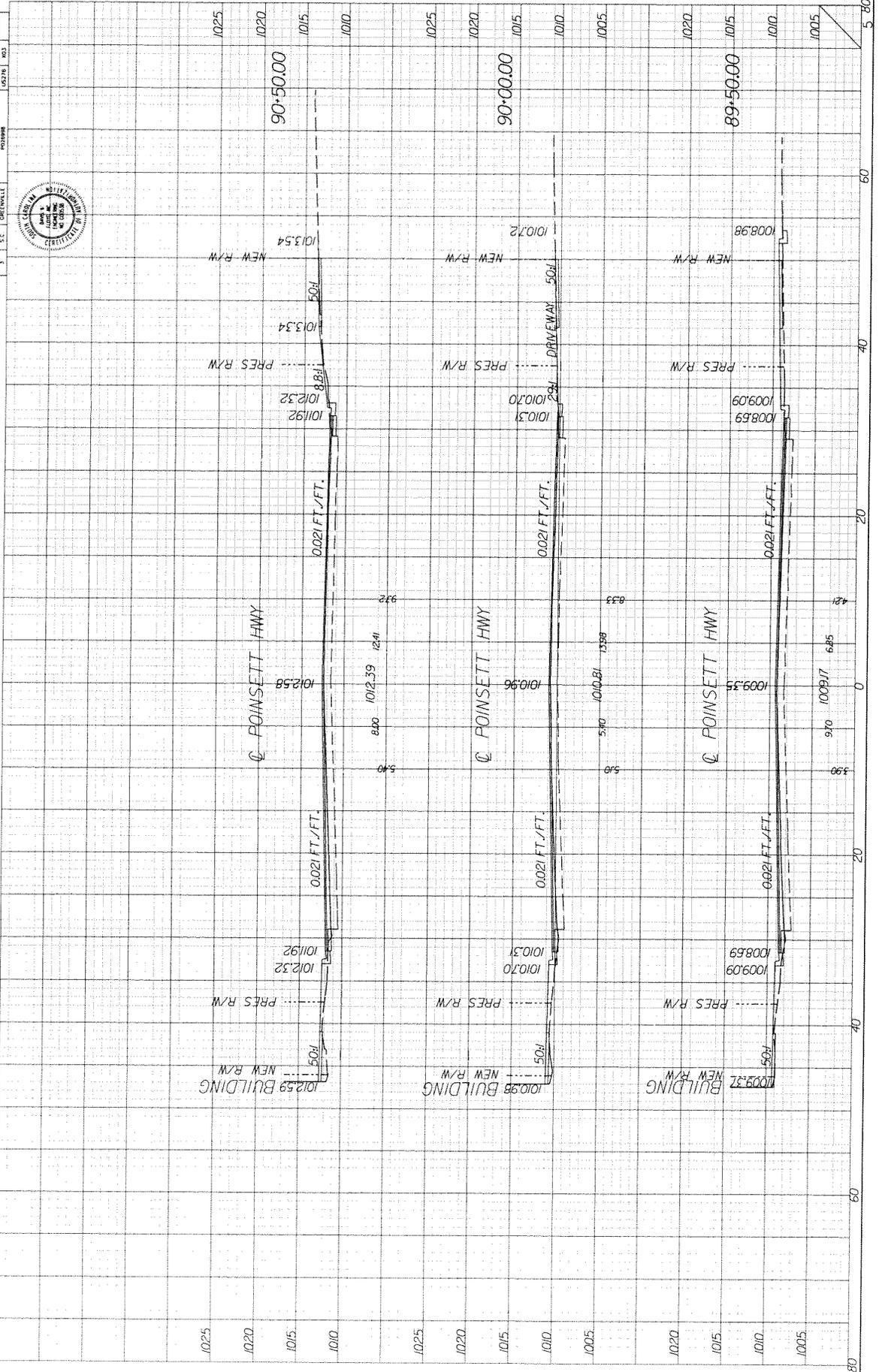
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CONSTRUCTION PLANS

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SHEET NO. 003
DATE 10/27/10



10/27/10

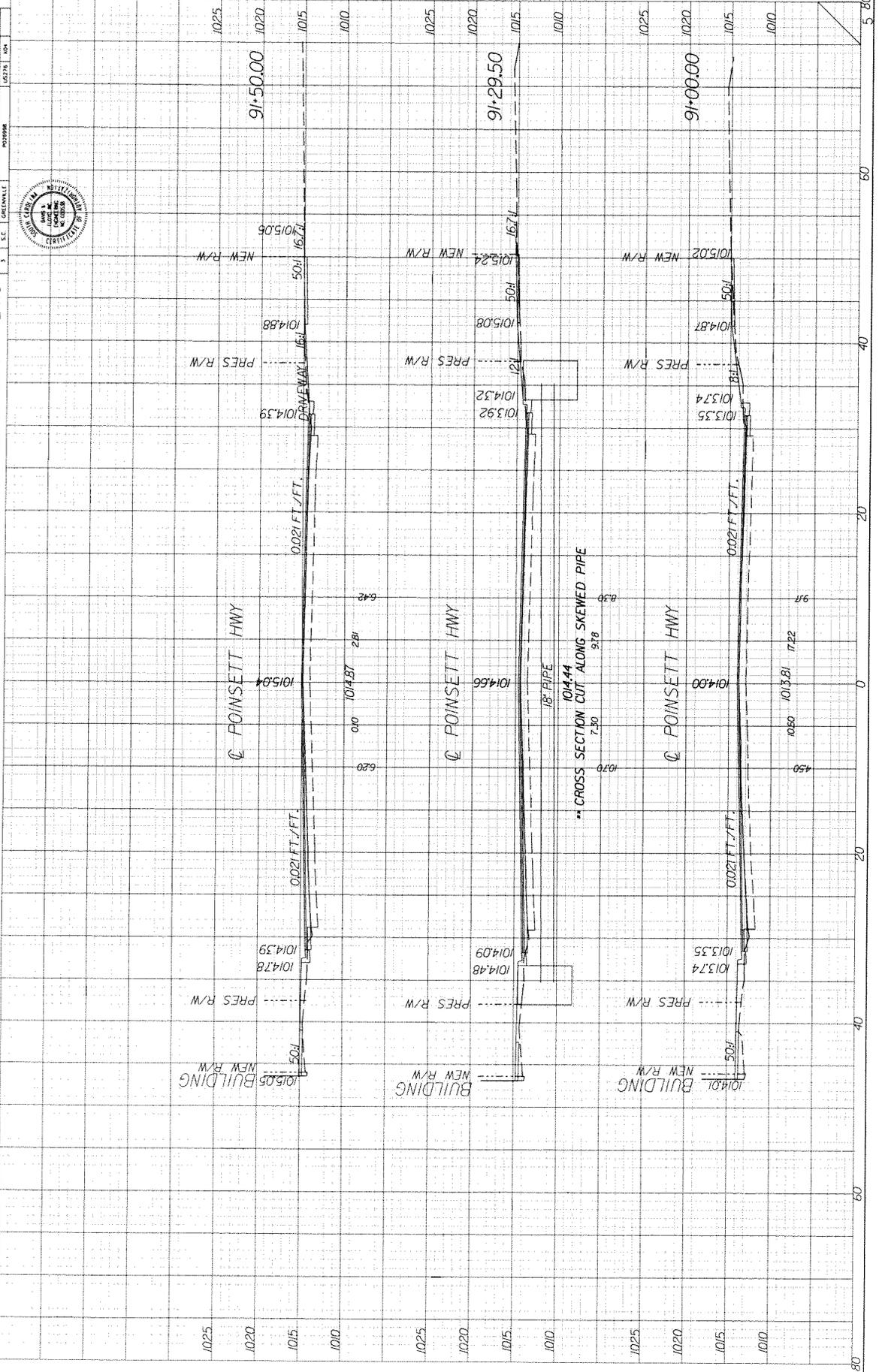


CONSTRUCTION PLANS

PROJECT NO. 10276
 COUNTY GREENWELL
 STATE S.C.
 DATE 7/1/2015

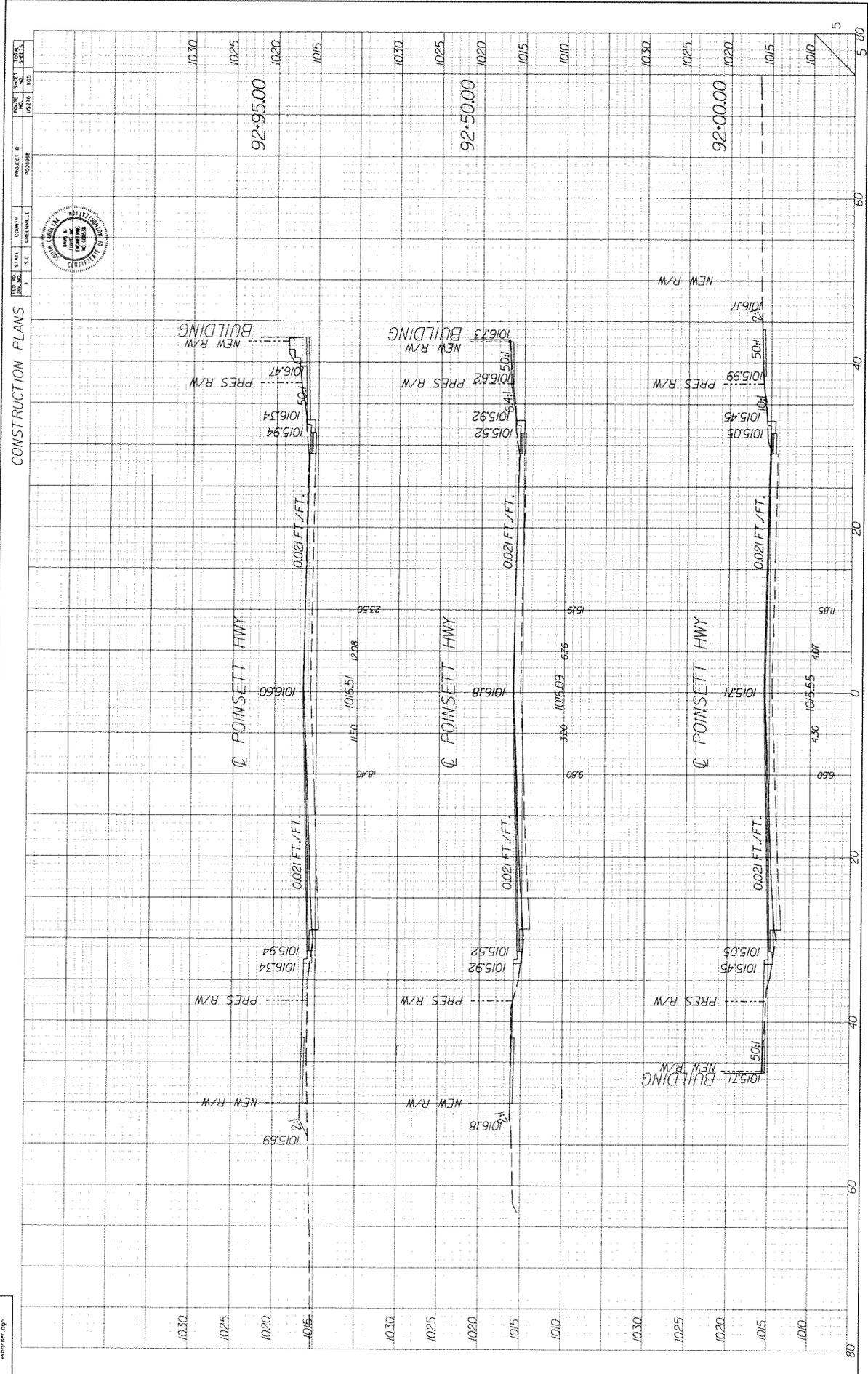


10276.dwg



CONSTRUCTION PLANS

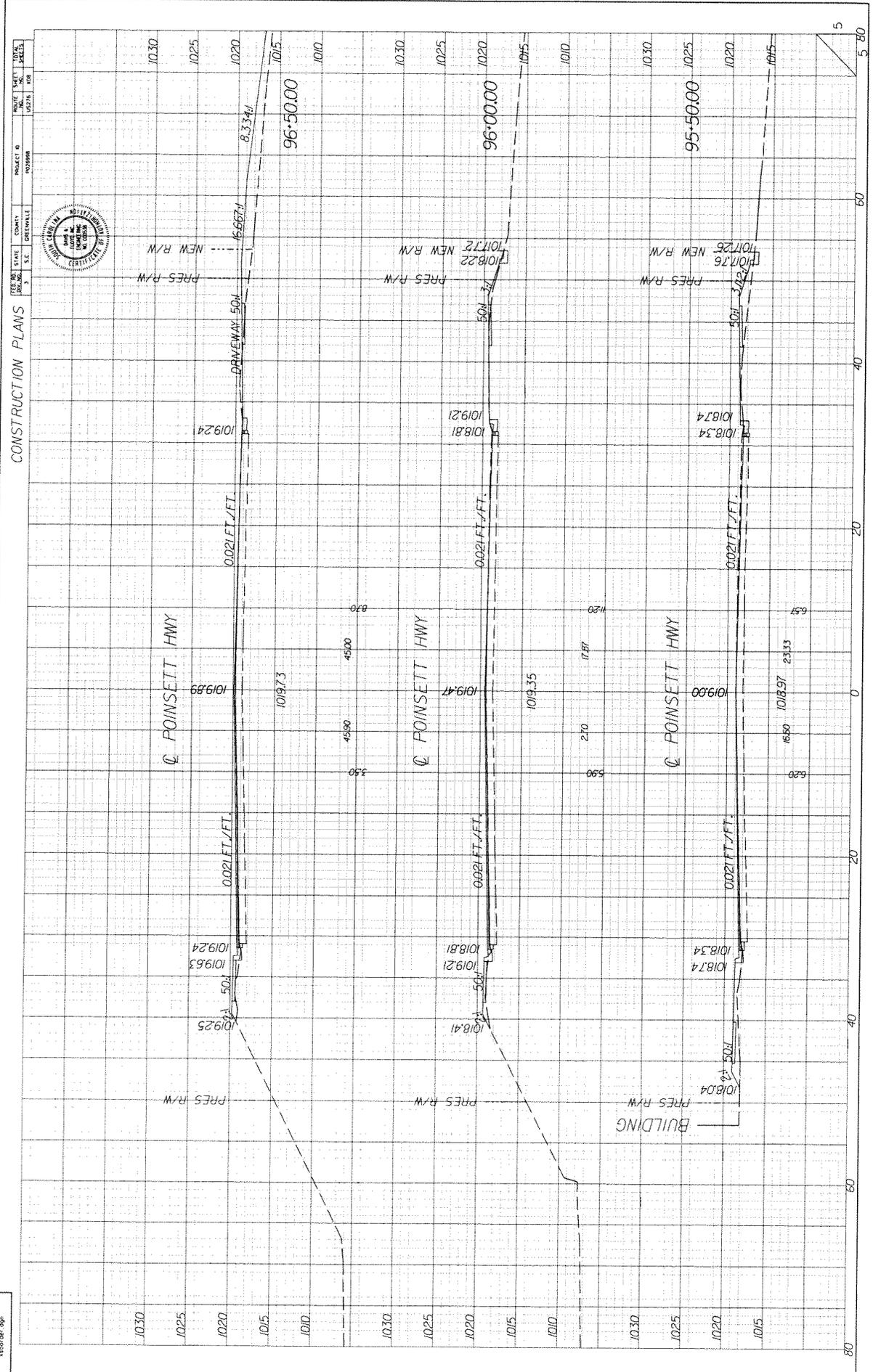
PROJECT 6
 COUNTY
 STATE
 SHEET NO. 10274



10/27/15

CONSTRUCTION PLANS

PROJECT NO. 10276
 COUNTY GREENWELL
 STATE S.C.
 DATE 7/1/15



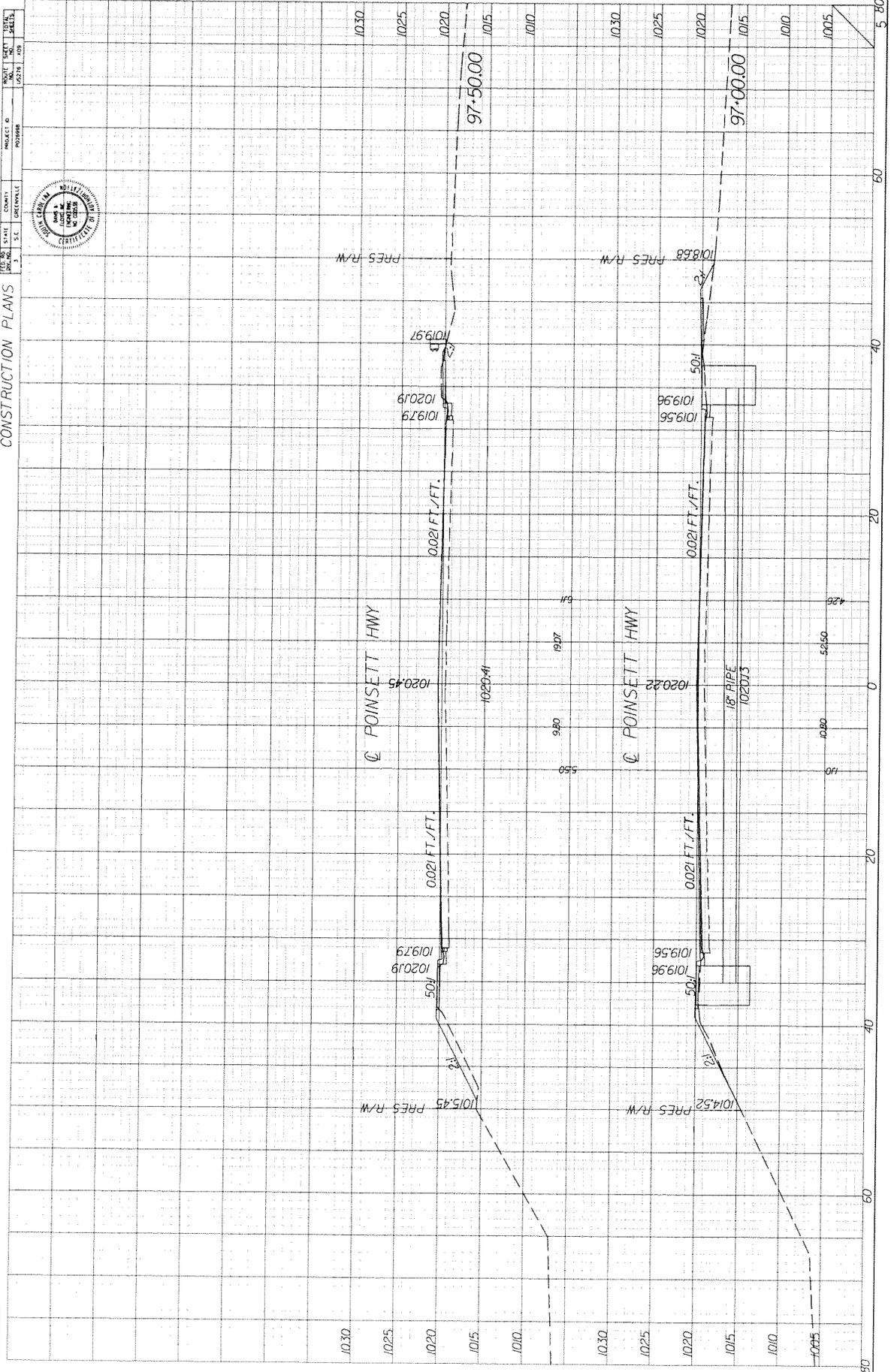
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CONSTRUCTION PLANS

PROJECT NO. 10275
PROJECT & NO. 10275-009

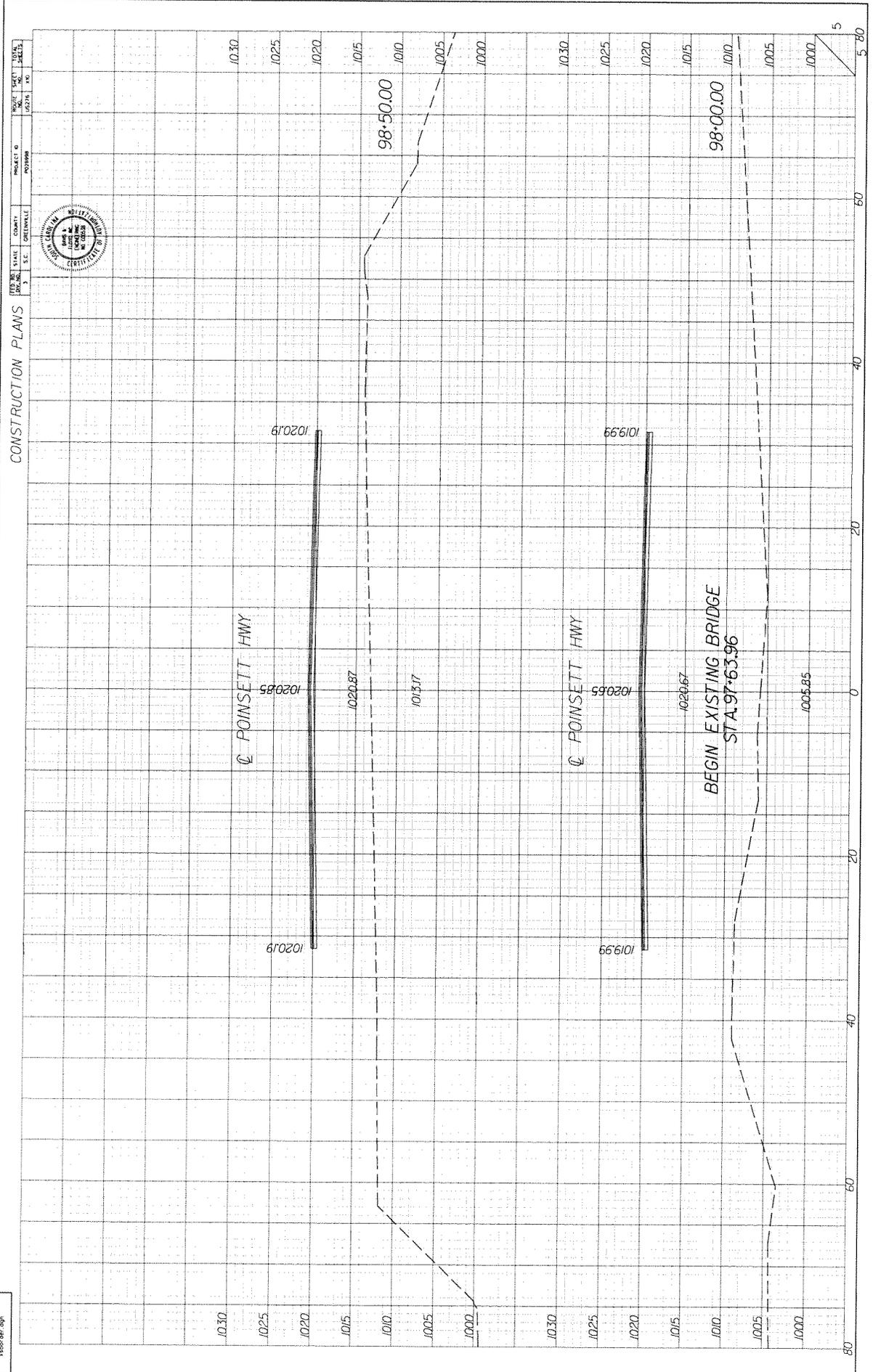


10/27/15



CONSTRUCTION PLANS

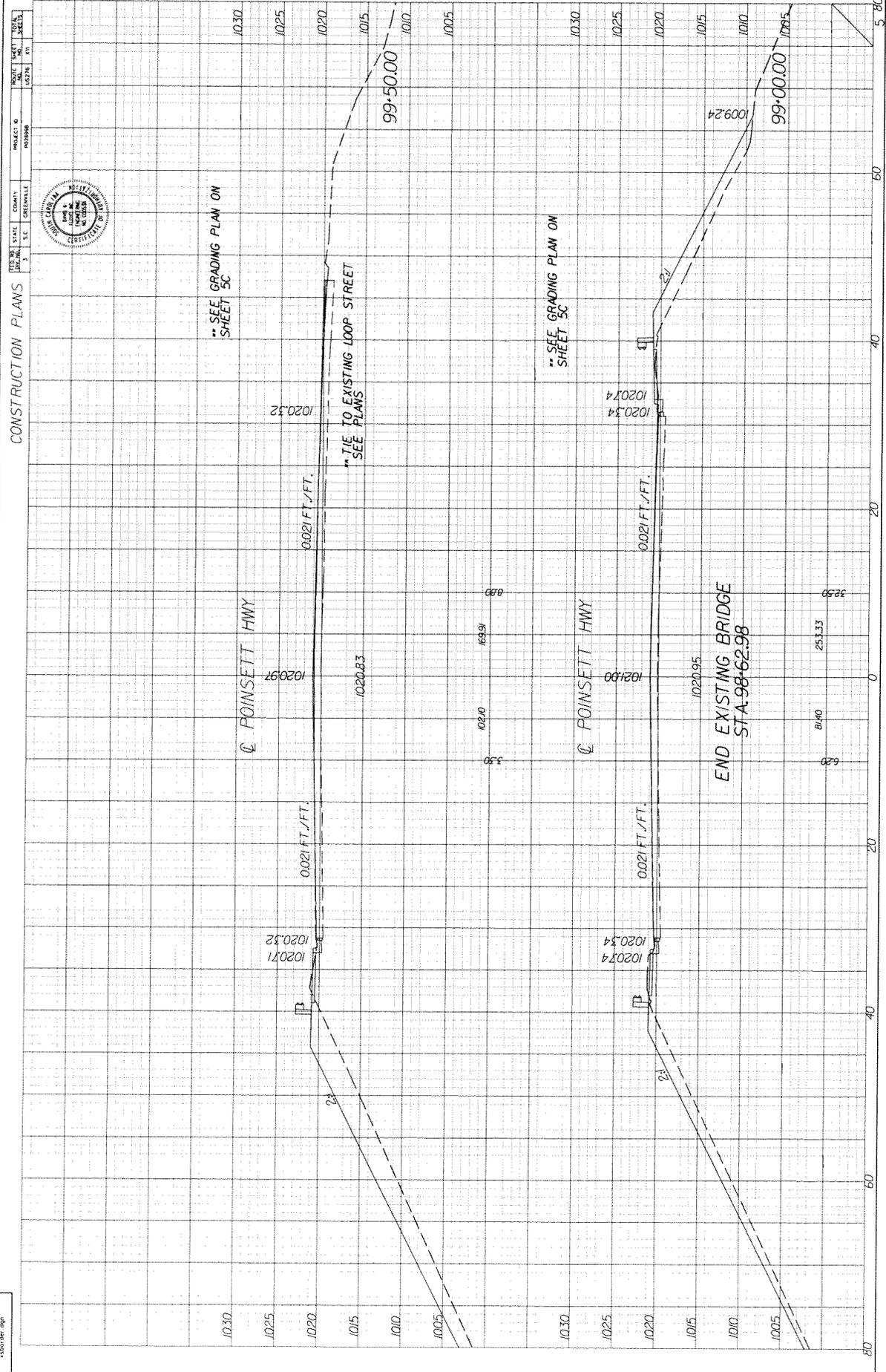
PROJECT: POINSETT HWY
COUNTY: DEKALB
SHEET NO.: 10275
SCALE: AS SHOWN



10275.dwg

CONSTRUCTION PLANS

PROJECT NO. 10278 A1
 SHEET NO. 10278 A1
 CONTRACTOR: S.E. GREENWALD
 COUNTY: S.E. GREENWALD
 PROJECT & LOCATION

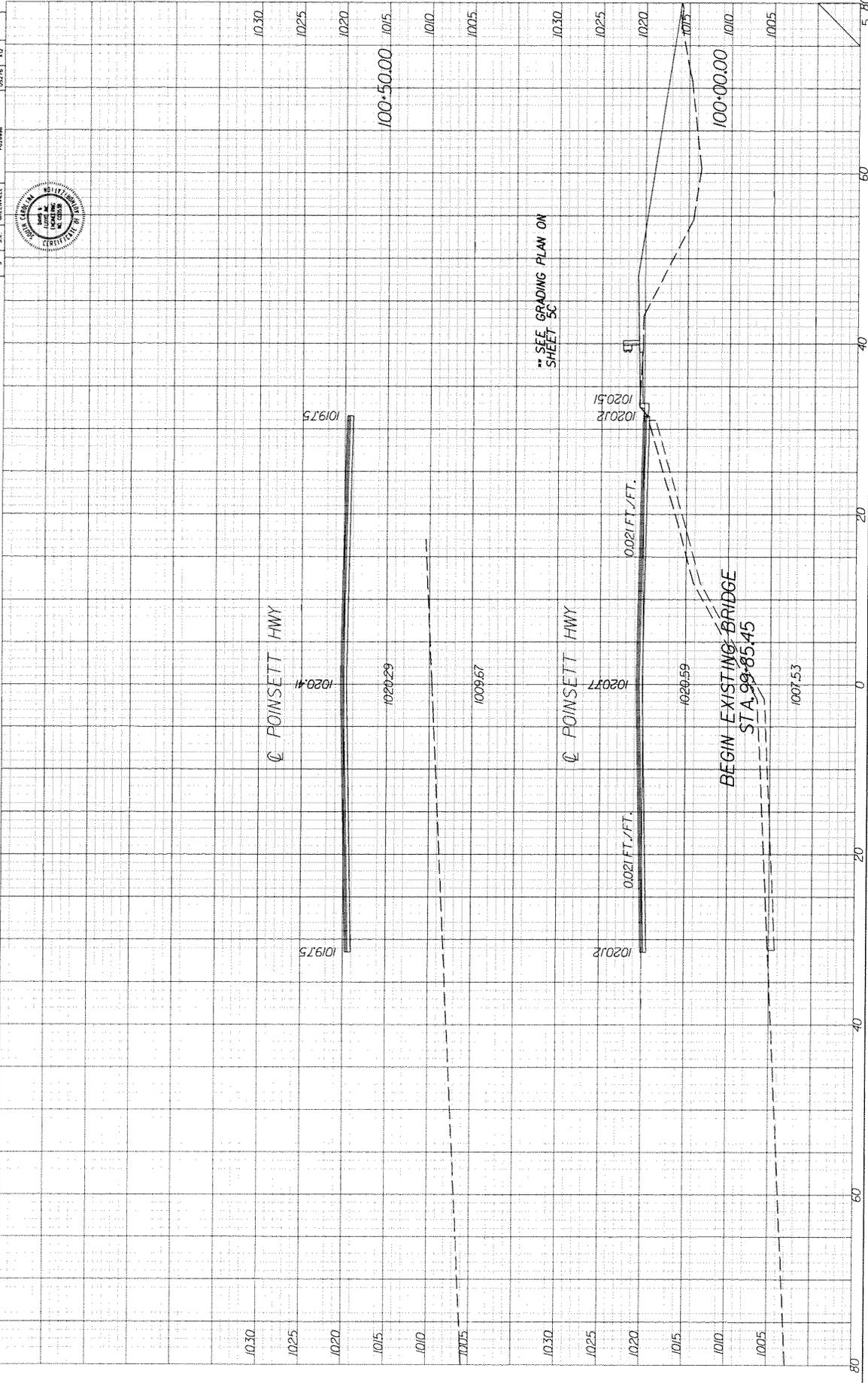


10/27/10

CONSTRUCTION PLANS

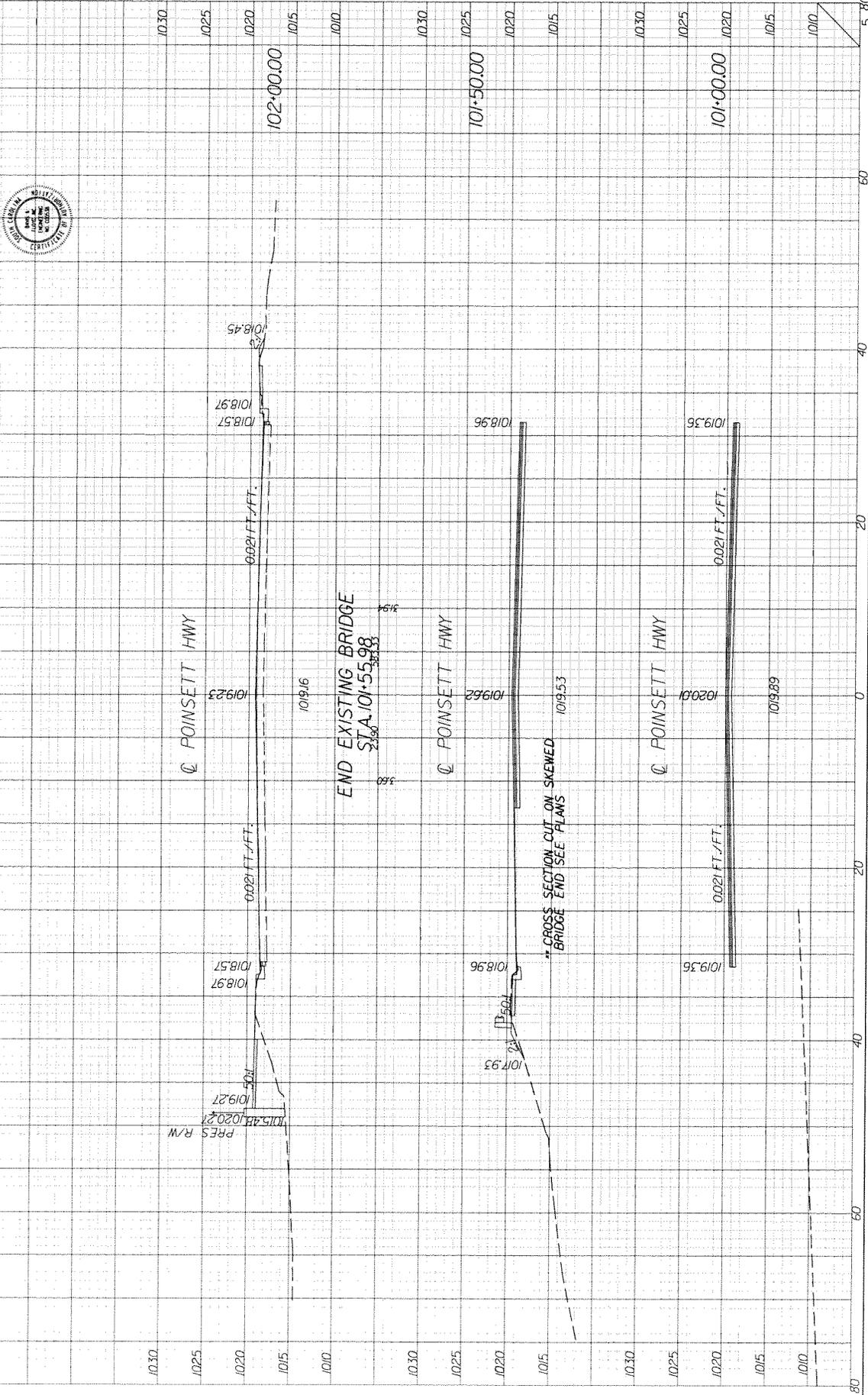
TITLE SHEET COUNTY PROJECT ID
 3 S.C. GREENWALL 202598

10/20/25.dwg



CONSTRUCTION PLANS

FILE NO. STATE PROJECT ID SHEET NO. TOTAL SHEETS
 3 S.C. GREENWALD 102198 40274 413



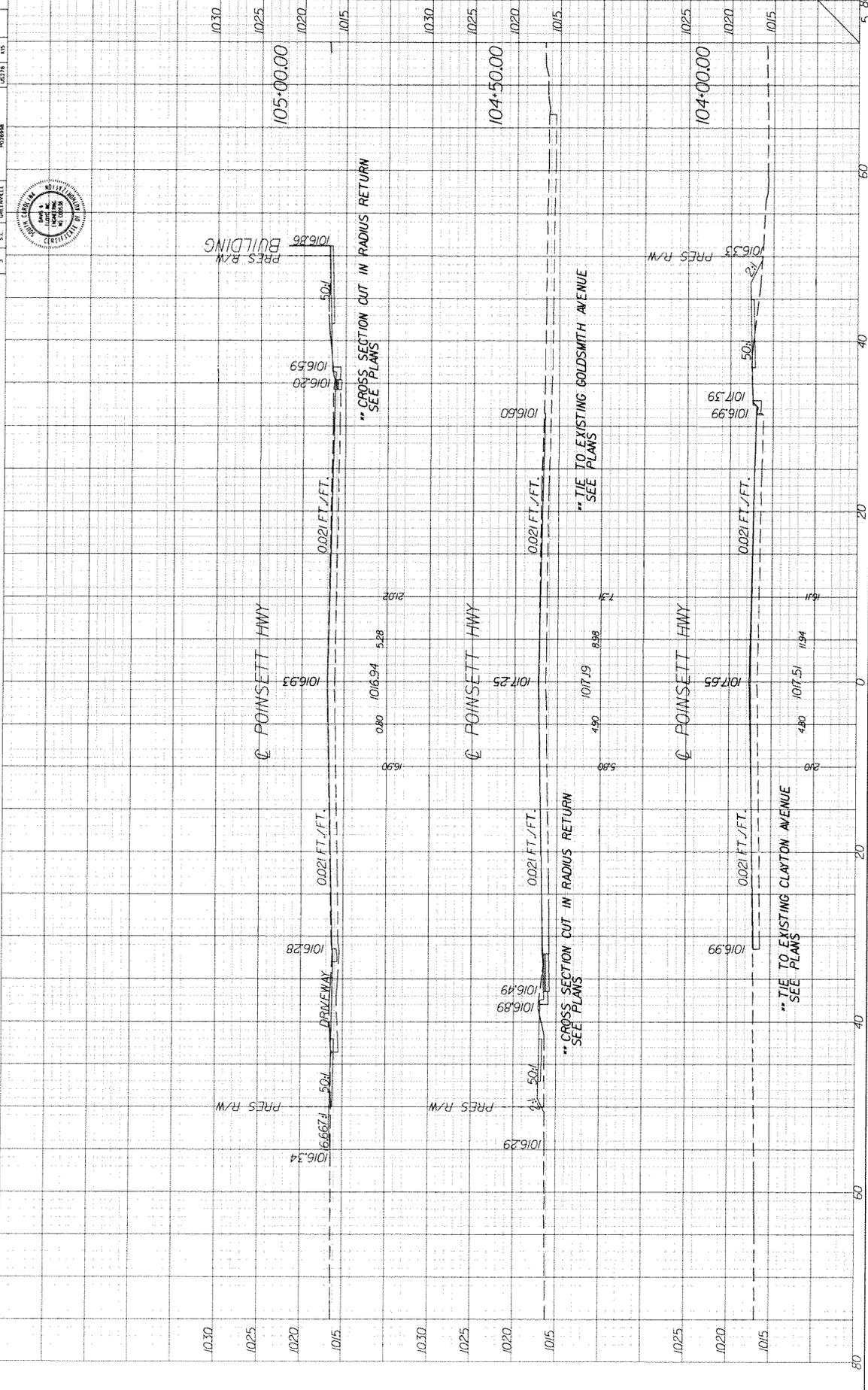
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CONSTRUCTION PLANS

PROJECT NO.	10215
DATE	1/15
SCALE	AS SHOWN
TOTAL SHEETS	17
SHEET NO.	17



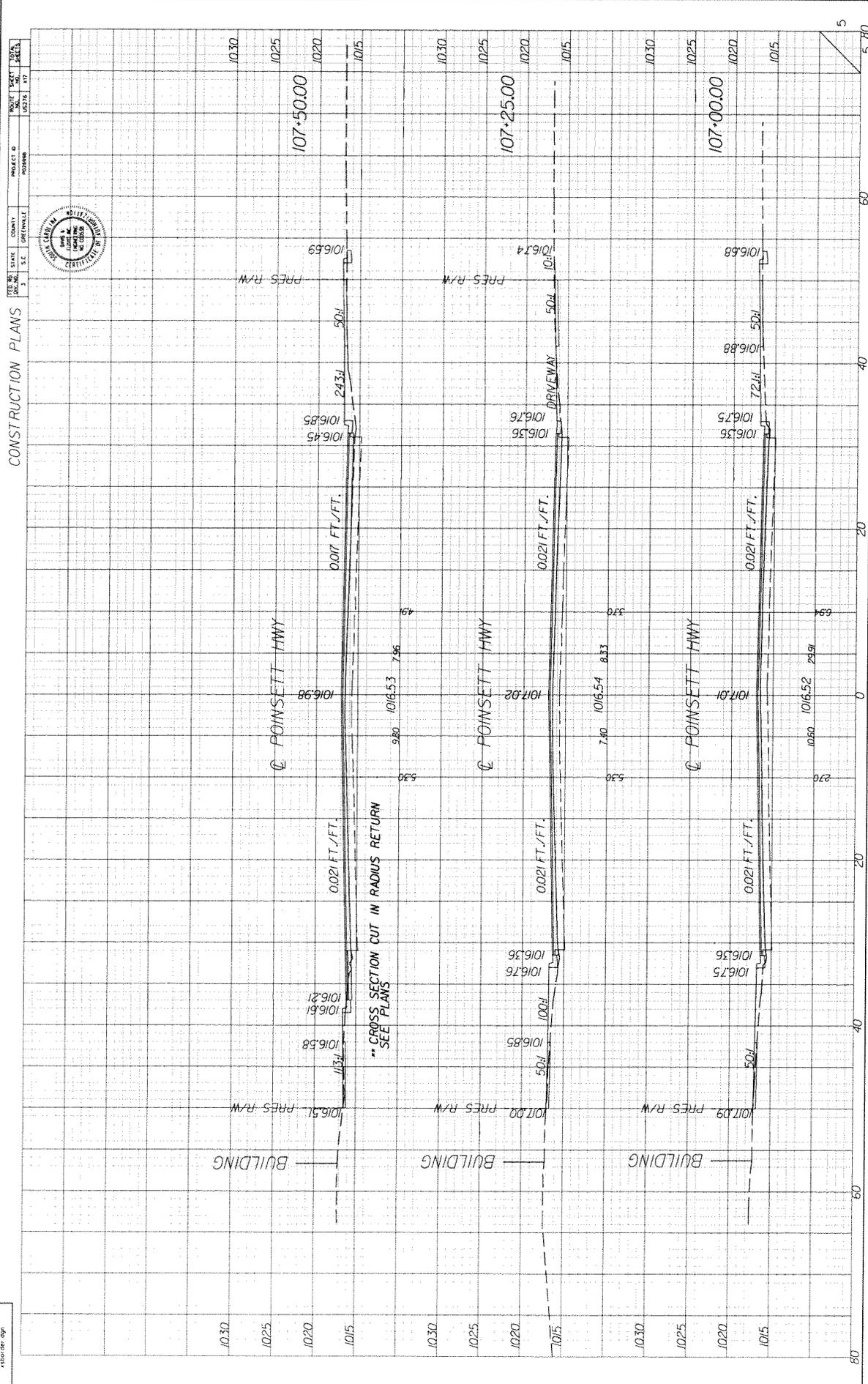
10/15/15



1030	1025	1020	1015	1030	1025	1020	1015	1025	1020	1015	1030	1025	1020	1015	1030	1025	1020	1015
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CONSTRUCTION PLANS

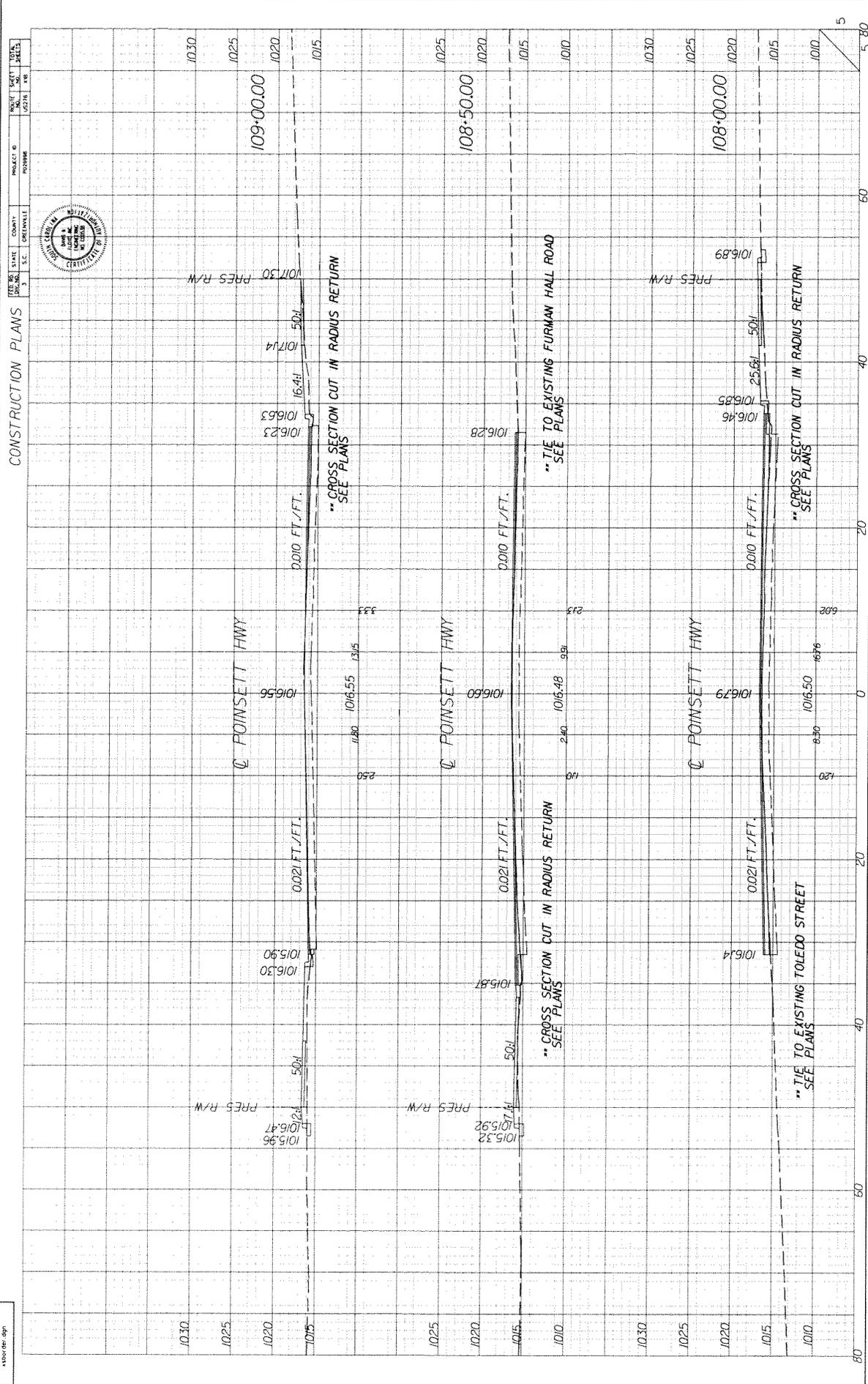
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DATE	10/25/11
SCALE	AS SHOWN
DESIGNER	W. J. BROWN
CHECKER	J. M. BROWN
DATE	10/25/11



10/25/11

CONSTRUCTION PLANS

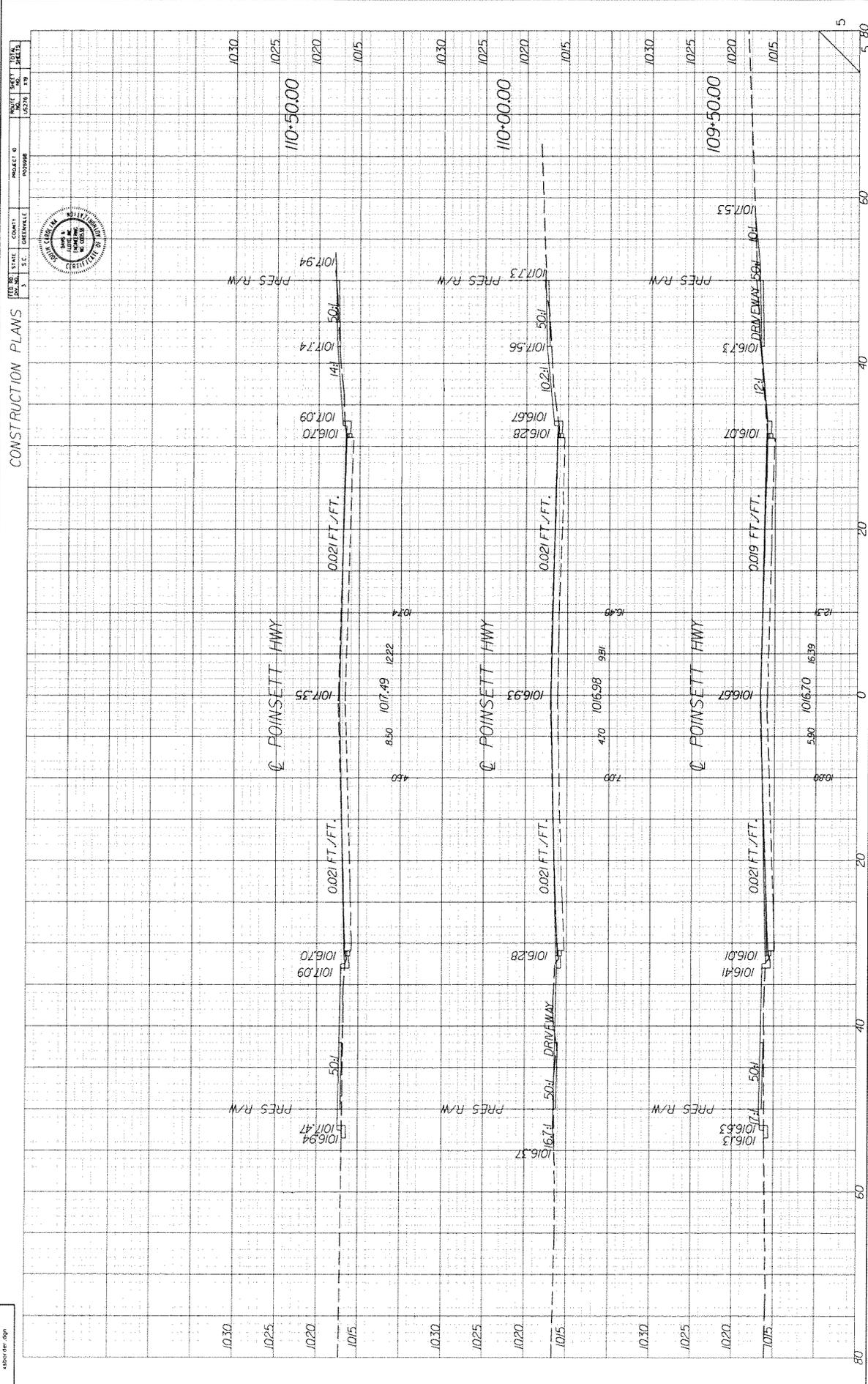
DATE	BY	STATE	COUNTY	PROJECT	PROJECT NO.	SHEET NO.	TOTAL SHEETS
		S.C.	GREENVILLE			101	101



10159.dwg

CONSTRUCTION PLANS

PROJECT: 0
 PROJECT: 0
 COUNTY: GREENVILLE
 SHEET: 1 OF 1
 TOTAL SHEETS: 1



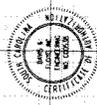
10/15/2015

CONSTRUCTION PLANS

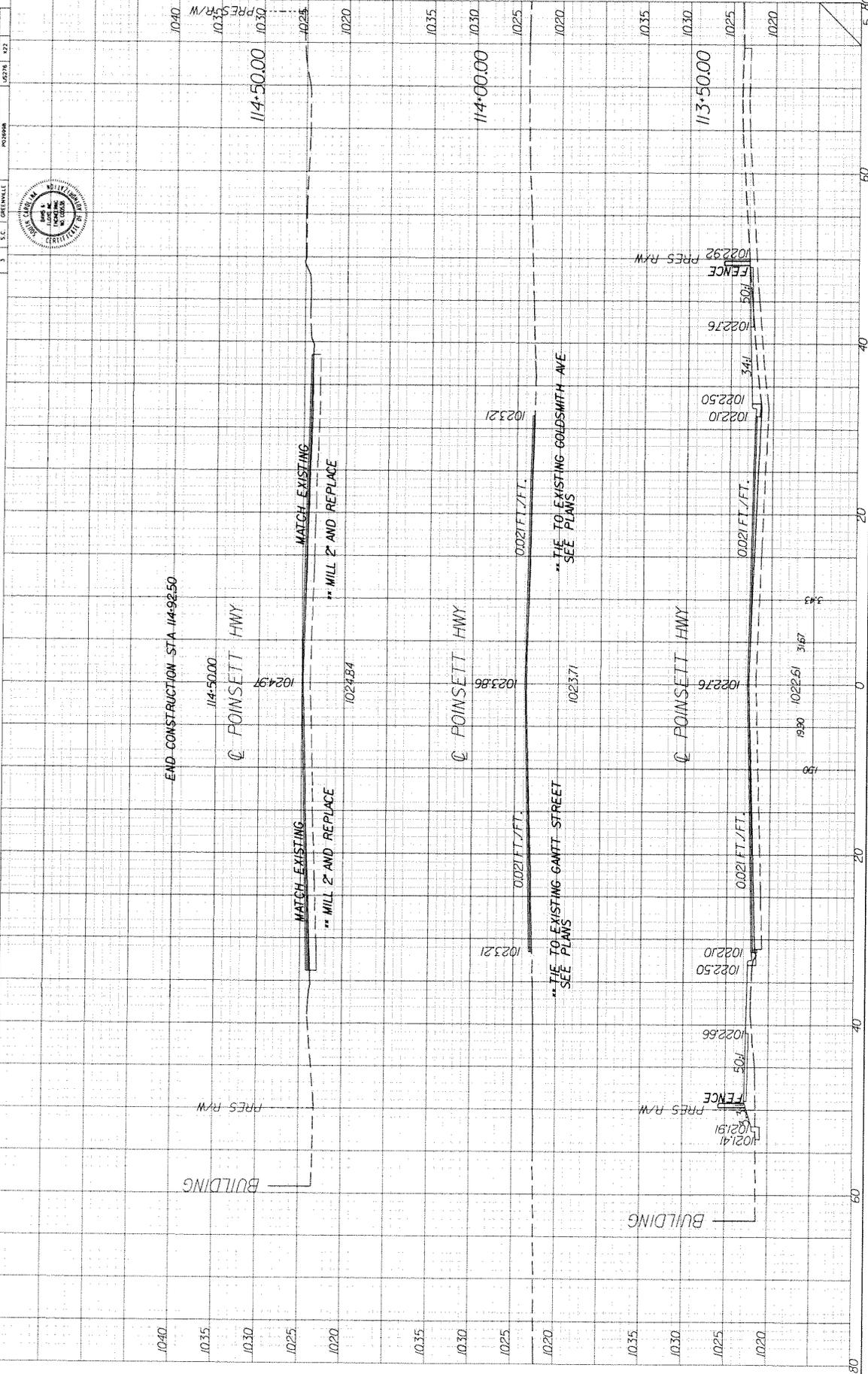
PROJECT SHEET NO. 10276 422

PROJECT & LOCATION

COUNTY: DECATUR

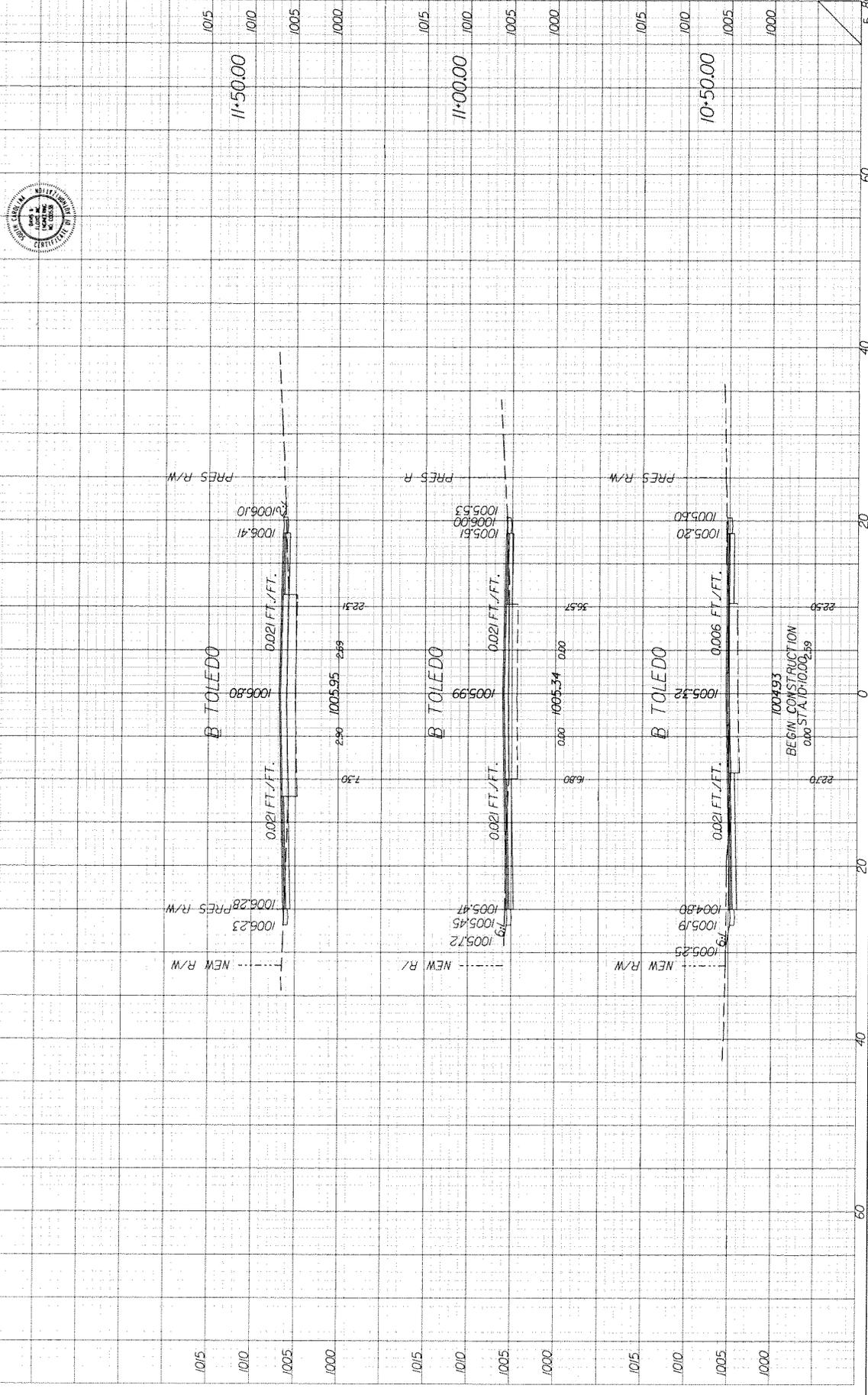


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CONSTRUCTION PLANS

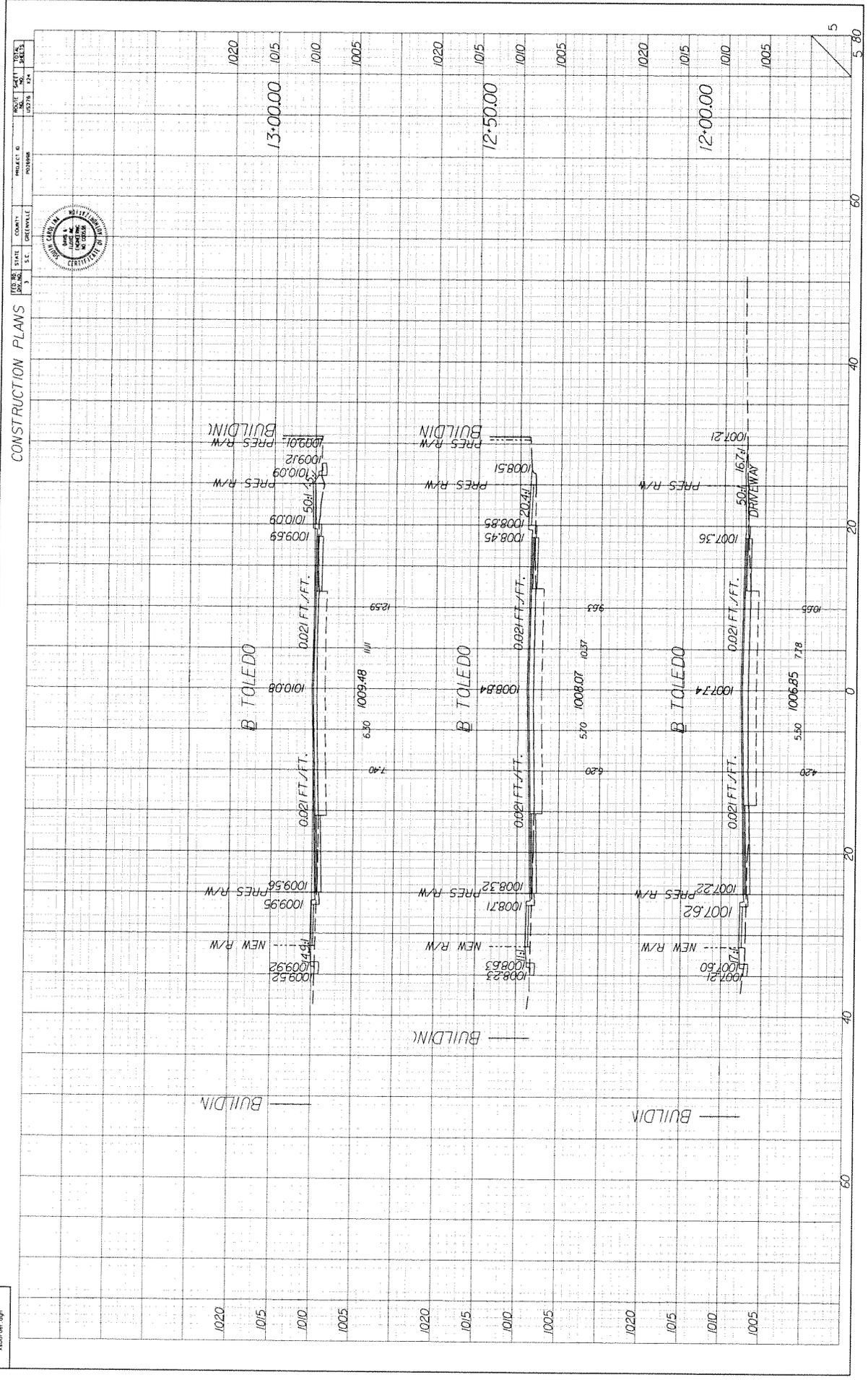
PROJECT NO. 02176 K23
 COUNTY DEWEVELL
 STATE S.C.
 DATE 3/13/05



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CONSTRUCTION PLANS

PROJECT NO. 102781 24
 SHEET NO. 102781 24
 PROJECT 6
 COUNTY GREENWICH
 STATE S.C.
 3



10/20/2015

CONSTRUCTION PLANS

PROJECT NO. 1025
 SHEET NO. 001
 DATE 10/21/05



DESIGNER: [Name]
 CHECKED: [Name]
 DATE: 10/21/05

PROJECT & PROGRAM

PROJECT NO. 1025
 SHEET NO. 001
 DATE 10/21/05

DESIGNER: [Name]
 CHECKED: [Name]
 DATE: 10/21/05

PROJECT & PROGRAM

PROJECT NO. 1025
 SHEET NO. 001
 DATE 10/21/05

DESIGNER: [Name]
 CHECKED: [Name]
 DATE: 10/21/05

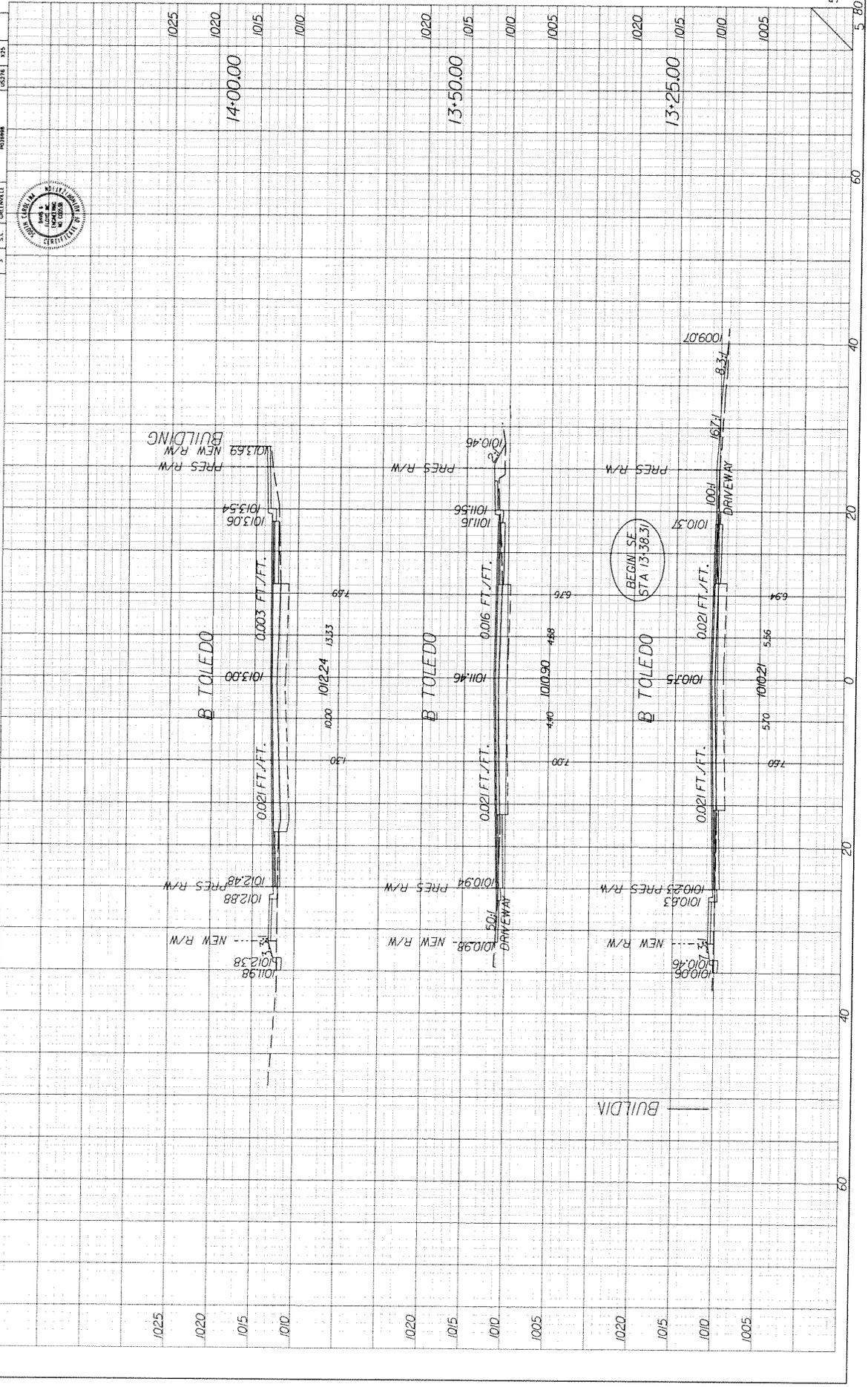


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SPECIAL PROVISIONS

(1) STANDARDS AND REFERENCES:

This project is to be constructed under the SCDOT 2007 Standard Specifications for Highway Construction, the 2009 SCDOT Standard Drawings, the SCDOT 2004 Construction Manual, the SCDOT Supplemental Technical Specifications in effect at the time of the letting, and the following Special Provisions:

The above noted publications are available on the internet as follows, or may be obtained from the SCDOT Engineering Publications office at (803) 737-4533 or via e-mail at engrpubsales@dot.state.sc.us

SCDOT 2007 Standard Specifications for Highway Construction	http://www.scdot.org/doing/doingPDFs/2007_full_specbook.pdf
2009 SCDOT Standard Drawings	Standard Drawings Disclaimer
SCDOT 2004 Construction Manual	SCDOT Construction Manual (2004)
SCDOT Supplemental Technical Specifications	Supplemental Technical Specifications
South Carolina Manual on Uniform Traffic Control Devices (SCMUTCD)	http://www.scdot.org/doing/technicalPDFs/mutcdSup/supplement_mutcd.pdf
Approved Products List for Traffic Control Devices in Work Zones	Traffic Engineering Manuals

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

See attached Supplemental Specification dated **May 4, 2009** on page 11.

(3) SECTION 101: STANDARD DRAWINGS:

The Bidders are hereby advised that this project shall be constructed using the 2013 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_Disclaimer.aspx. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

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

(4) 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

SPECIAL PROVISIONS

On sheet 605-005-05, 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, revise the following information as noted below:

Add (OPTIONAL) underneath "TRUCK MOUNTED ATTENUATOR" adjacent to the illustration.

A chart, entitled "Truck Mounted Attenuator", displaying the minimum length of buffer space required when a truck mounted attenuator is not utilized.

The buffer area illustration has been update to illustrate the requirements necessary when a truck mounted attenuator is utilized and the requirements necessary when a truck mounted attenuator is not utilized.

Underneath the section entitled "PORTABLE TRUCK MOUNTED ATTENUATOR", update Note 4 to read as follows:

A trailer mounted advance warning arrow panel may be utilized in advance of the work area when this traffic control setup is utilized for asphalt concrete placement operations.

On sheet 610-405-00, revise the following information as noted below:

Add (OPTIONAL) underneath "LEAD VEHICLE" adjacent to the illustration.

The "WORK VEHICLE" signing requirements have been updated. When the "LEAD VEHICLE" is omitted, the first "WORK VEHICLE" in the work train will also include the signing requirements specified for the "LEAD VEHICLE" in addition to the standard signing requirements for the "WORK VEHICLE".

Note 2 of the "Operation Notes" has been updated to describe the requirements for the "WORK VEHICLE" when the "LEAD VEHICLE" is omitted from the work train.

On sheet 720-305-00, delete the entire note directly above main detail:

~~If sidewalk exists, the driveway opening should...~~

On sheet 720-405-00 section B replace dimension 2'-6" maximum with:

2'-6" minimum

On sheet 720-901-01 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 Detail 4 replace note "French Drain see note 21" with:

French Drain see note 4.5.

On sheet 722-305-00 table 722-305A, 4th column, change the following:

Delete (SF)

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

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

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

Riprap (Bridge End)

On sheet 805-325-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with:

"rectangular washers (FWR03) See 805-090-00"

SPECIAL PROVISIONS

On sheet 805-325-00 change text of note 5 to the following:

5. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-330-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with:
"rectangular washers (FWR03) See 805-090-00"

On sheet 805-330-00 change text of note 4 to the following:

4. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-510-00 detail 3 replace guardrail base plate note with the following:

See standard drawings 805-655-xx for guardrail base plate options.

On sheet 805-655-M1 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.

On sheet 805-811-01 Type 11A barrier wall reinforcement add the following note:

Provide reinforcement equal to the stem reinforcement and bending details shown for the Type 11B concrete barrier (drawing 805-811-02).

(5) SECTION 103.8: CONTRACTOR'S LIABILITY INSURANCE:

Delete the second sentence in paragraph 4.

Delete the third sentence in paragraph 5, and replace it with the following sentence:

Ensure that all policies contain a provision that coverage afforded under the policies cannot be cancelled or reduced by the Contractor until at least 30 days prior written notice has been provided to SCDOT and that the policies cannot be cancelled for non-payment of premiums until at least 10 days prior written notice has been provided to SCDOT. Send Notice of Cancellations to Director of Construction Room 330, PO Box 191, Columbia, SC 29202.

Add the following as paragraph 6 at the end of Subsection 103.8:

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.

(6) 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

SPECIAL PROVISIONS

Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

(7) SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated **March 20, 2003** on page **15**.

This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

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

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

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at http://scdot.org/doing/sup_tech_specs.shtml.

(8) 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.

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

See attached Supplemental Specification dated **June 13, 1990** on page **15**.

(10) SECTION 107: CRANE SAFETY:

See attached Supplemental Specification dated August 1, 2013 on page 17.

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

See attached Supplemental Specification dated **March 1, 2010** on page **18**.

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

The DBE goal for the project is as follows:

DISADVANTAGE BUSINESS ENTERPRISES CONTRACT GOAL 12 %

See attached Supplemental Specification entitled special provision "Disadvantaged Business Enterprises (DBE)" dated **May 2, 2014** on page **19** for specific requirements that must be met.

The contractor's attention is invited to the electronic DBE BIN file found on the electronic bidding service website, *Bid Express*, containing data from the "Directory of Certified Disadvantaged Business Enterprises" approved for use in each particular letting. It specifies the amount (percentage) that the contractor may count toward its appropriate DBE Goals of expenditure for materials and supplies obtained from DBE Suppliers and Manufacturers.

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

See attached Supplemental Specification dated **August 7, 1991** on page **32**.

(14) SECTION 107: DBE PARTICIPATION:

The Bidder is encouraged to use DBE subcontractors on this project. All DBE participation shall be reported to the RCE on the DBE Quarterly Report.

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

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

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

(16) SECTION 107: IRAN DIVESTMENT ACT:

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

1. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.) Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the SCDOT to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the SCDOT immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

2. ONGOING OBLIGATIONS: (a) You must notify SCDOT immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.

SPECIAL PROVISIONS

3. OPTION TO RENEW RESTRICTION: Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

(17) 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."

(18) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

"The Contractor is hereby advised that the Department has adopted the MUTCD 2003 - Manual on Uniform Traffic Control Devices for use on all projects. All references to the South Carolina Manual on Uniform Traffic Control Devices (SCMUTCD) are hereby revised to read "MUTCD - 2003 Edition"."

(19) DIVISION 600: TRAFFIC CONTROL:

See attached Supplemental Specification dated **September 1, 2015** on page 33.

SPECIAL PROVISIONS

(20) DIVISION 600, Etal.: ADHESIVELY BONDED ANCHORS AND DOWELS:

See attached Supplemental Specification dated **September 1, 2008** on page **35**.

This Supplemental Specification applies when Adhesively Bonded Anchors or Dowels are called for in the Plans or Detailed Drawings.

The following Standard Drawings have been identified as showing Adhesively Bonded Anchors or Dowels:

605-205-03	Temporary Concrete Barrier
605-210-04	Temporary Concrete Barrier
605-310-01	Temporary Concrete Barrier
605-315-00	Temporary Concrete Barrier
605-320-00	Temporary Concrete Barrier
605-325-00	Temporary Concrete Barrier
605-330-00	Temporary Concrete Barrier
651-105-00	Barrier Mounted Sign Post
657-100-00	Overhead Sign Support Roadway Bridges
722-105-01	Box Culvert (Used to connect headwall, wingwalls, and for extensions)
805-120-00	Guardrail (W Beam) Base Plate Connection
805-405-03	Guardrail (Tubular Beam) Bridge Railing
805-405-04	Guardrail (Tubular Beam) Bridge Railing
806-505-00	Fence (Ornamental Steel Picket)

It is the contractor's responsibility to determine if Adhesively Bonded Anchors or Dowels are a part of the project, and to comply with the provisions of the Supplemental Specification.

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

(AFAD):

See attached Supplemental Specification dated **September 1, 2012** on page **39**.

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

See attached Supplemental Specification dated **September 1, 2013** on page **44**.

(23) 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.

(24) SECTION 702: CONCRETE STRUCTURES – PREFORMED JOINT FILLER:

SPECIAL PROVISIONS

See attached Supplemental Specification dated **April 1, 2013** on page **47**.

(25) SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated **January 1, 2009**, on page **48**.

(26) SECTION 815: EROSION CONTROL:

See attached Supplemental Specification Dated **July 1, 2011**, on page **50**.

May 4, 2009

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

Make the changes listed below to correct errata in the SDCOT *2007 Standard Specifications for Highway Construction*:

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

*Wherever it appears in the text, replace the deleted abbreviation with the new abbreviation.

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular Bids

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "**Subsection 204.4**" to "**Subsection 204.5**".

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406".

SUPPLEMENTAL SPECIFICATIONS

Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

- 11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

- 13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE

Subsection 403.5 Measurement

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

Subsection 403.6 Payment

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT

Subsection 407.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT

Subsection 408.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL

**SECTION 625 PERMANENT PAVEMENT MARKINGS
FAST DRY WATERBOURNE PAINT**

Subsection 625.2.2.4.11 Lead Content

Paragraph 1, first sentence; change 6% to 0.06%.

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 3, first sentence; change "90-day period" to "180-day period".

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

Subsection 709.6.3 Pay Items (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.4 Excavation Cleanliness

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.6 Shaft Load Test

Change first paragraph reference number from "2" to "1".

Subsection 712.6.10 Drilled Pile Set-Up

Insert paragraph reference number "1" to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

Insert paragraph reference number "3" to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

Insert paragraph reference number "1" to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

Subsection 815.5 Measurement

Paragraph 13; delete the first sentence and replace it with the following sentence:
"The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5** and **803.6** respectively."

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

- 16 Payment for Removal of Silt Retained by Silt Fence is full compensation for removing and disposing of sediment deposits accumulated by silt fences as specified or directed and includes all materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications, and other terms of the Contract.

Subsection 815.6 Payment

Change original paragraph number "16" to "17".

Subsection 815.6 Payment

Pay Item table; change the Unit for Item No. 8156214 to "EA".

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:"
Delete page 807.

Page I-12, after "Letting:"
Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:"
Replace page 488 with page 495.

Page I-15, after "Proof Rolling:"
Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:"
Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:"
Delete page 907.

Page I-20, after "Working Drawings:"
Replace page 543 with page 779.

March 20, 2003

THE SOUTH CAROLINA MINING ACT

The South Carolina Mining Act enacted by the General Assembly in 1973 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under contract with the Department, on highway rights-of-way or material pits maintained solely in connection with the construction, repair and maintenance of the public road systems in South Carolina.

**STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADOPTED BY
THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Reclamation plans as stated herein shall include all areas disturbed in excavations of borrow and material pits, except planned inundated areas.

The final side slopes of areas excavated for borrow and material pits shall be left at such an angle so as to minimize erosion and the possibility of slides. The minimum slope in every case shall be not less than 3:1.

Small pools of water should not be allow that are, or are likely to become noxious, odious, or foul to collect or remain on the borrow pit. Suitable drainage ditches, conduits, or surface gradient shall be constructed to avoid collection of noxious, odious, or foul pools of water unless the borrow pit is to be reclaimed into a lake or pond.

Borrow pits reclaimed to a lake or pond must have an adequate supply of water to maintain a water sufficient level to maintain a minimum water depth of four (4) feet on at least fifty (50) percent of the surface area of the lake or pond.

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion. Vegetative cover should be established on a continuing basis to ensure soil stability appropriate to the area. Conservation practices essential for controlling both on-site and off-site erosion and siltation must be established. A minimum of seventy-five (75) percent vegetative ground cover, with no substantial bare spots, must be established and maintained into the second growing season.

Excavated areas that are drained will be seeded to obtain a satisfactory vegetative cover. The side slopes of excavated area will be planted to vegetation.

The State Highway Engineer, or his duly appointed representative, will make a final inspection of the reclaimed area and keep a permanent record of his approval thereof. A map or sketch providing the location and approximate acreage of each pit used on the project will be made available to the Final Plans Engineer.

All applicable regulations of agencies and statutes relating to the prevention and abatement of pollution shall be complied with by the contractor in the performance of the contract.

The Contractor shall comply with the provisions of the Plan which are applicable to the project as determined by the Engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Subsection 810.04 of the Standard Specifications shall be increased by fifteen (15) pounds in lieu of the deleted bermuda seed.

June 13, 1990

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

The Davis-Bacon and Related Acts apply when:

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

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

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

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

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

CRANE SAFETY

The contractor's attention is directed to the following Crane Safety criteria. All applicable items under the submittal list section shall be submitted to the Resident Construction Engineer (RCE) before any crane operations may begin. If any personnel or equipment is changed or added, all applicable items shall be updated and submitted to the RCE before continuing with crane(s) operations.

All contractors shall comply with the manufacturer specifications and limitations applicable to the operation of any and all cranes and derricks. Prime contractors and sub-contractors shall comply with the latest Occupational Safety and Health Administration (OSHA) regulations, adopted American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME) crane standards, and other applicable standards including, but not limited to the following:

- OSHA 29 CFR 1926 Subpart CC "Cranes and Derricks in Construction"
- OSHA 29 CFR 1926.251 "Rigging Equipment for Material Handling"
- ASME B30.5-2007 "Mobile and Locomotive Cranes"
- ASME B30.8-2010 " Floating Cranes and Floating Derricks"
- ASME B30.22-2005 "Articulating Boom Cranes"
- ASME B30.26-2010 "Rigging Hardware"

Submittal List

1. **Crane Operators:** All crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO), National Center for Construction Education and Research (NCCER), or Crane Institute of America Certification (CIC).
 - a. Contractor shall submit a copy of the NCCCO, NCCER, or CIC certification for each crane operator prior to performing any crane operations on the job site. The original certification card shall be available for review upon request and must remain current within a 5 year expiration date for the duration of the job. (Contractors with a crane operator-in- training on the jobsite shall comply with all the OSHA Subpart CC requirements).
 - b. Contractor shall submit a copy of the current Crane Operators Medical Evaluation card (3 year expiration) in the form of NCCCO, NCCER or CIC Physical Examination form or equivalent meeting the ASME B30.5 requirement or a current USDOT Medical Examiner's Certificate card (2 year expiration). The original medical card or equivalent for all crane operators shall be available for review upon request.
2. **Competent Person:** The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.
 - a. Contractor shall submit the name and qualifications of the "Competent Person" as defined by OSHA Subpart CC responsible for all crane safety and lifting operations.

March 1, 2010

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

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

May 2, 2014

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
SUPPLEMENTAL SPECIFICATION**

It is the policy of the South Carolina Department of Transportation (SCDOT) to ensure nondiscrimination in the award and administration of federally assisted contracts and to use Disadvantaged Business Enterprises (DBEs) in all types of contracting and procurement activities according to State and Federal laws. To that end the SCDOT has established a DBE program in accordance with regulations of the United States Department of Transportation (USDOT) found in 49 CFR Part 26.

This document, known as the "DBE Supplemental Specifications" includes two main parts:

- Part A. "Instructions to Bidders – Pre-award Requirements"
- Part B. "Instructions to Contractors – Post-award Requirements."

PART A. INSTRUCTIONS TO BIDDERS – PRE- AWARD REQUIREMENTS

When incorporated into Design Build and/or Local Public Agency procurements, the terms "bid", "bidder", and "bid letting" shall mean "proposal", "proposer" and "proposal opening."

1. DBE CONTRACT GOAL

A. The DBE participation goal for this contract is set forth in the DBE Special Provisions.

B. The successful bidder shall exercise all necessary and reasonable steps to ensure that DBEs perform services or provide materials on this contract in an amount that meets or exceeds the DBE contract goal and commitment. Submitting the bid, including electronically, shall constitute an agreement by the bidder that if awarded the contract, it will meet or exceed the DBE contract goal and commitment or make good faith efforts to meet the goal or commitment. Failure to meet the contract goal or make good faith efforts to meet the contract goal will result in the the bid being considered irregular and subject to rejection in accordance with Section 102.8(1)(D) of the SCDOT Standard Specification for Highway Construction, resulting in the contract being awarded to the next lowest responsible and responsive bidder.

2. DBE COMMITTAL

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

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

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

SUPPLEMENTAL SPECIFICATIONS

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

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

- (1) The names and addresses of certified DBEs whose services or materials will be used in the contract.
- (2) Work Type and Work Code selected from a drop-down list. When one of these is selected, the other will be filled in automatically. **[Note: Only select the Work Type and Work Code for which the selected DBE firm has been certified to perform].**
- (3) An Item of work, approximate Quantity of work to be performed or materials to be supplied, Unit (of measurement), Unit Price, and the extended dollar amount of participation by each DBE listed.
 - (a) Item: The Item is the bid item with which the DBE will be associated and must be selected from the Schedule of (Bid) Items found in the drop-down list. If the proposed work is for only a portion of an Item of work (i.e. hauling of materials, tying of reinforced steel, etc.) an adequate description of this work shall be included in the Note block.
 - (b) Quantity, Unit, & Unit Price: Initially when an Item is selected, the contract quantity, unit, and the bidder's unit price and extension will appear. If the proposed work is for only a portion of an item as described in (1) above, then the Quantity, Unit Price and /or Extension shall be changed to reflect the actual amount of work committed to the DBE. The Unit (of measurement) cannot be changed.
- (4) The bidder must also submit a copy of a signed statement or quote from each of the DBEs listed in the DBE List folder of the electronic bid or DBE committal sheet. The signed statements or quotes should verify the items, quantities, units, unit prices, and dollar values listed in the DBE List folder of the electronic bid or DBE committal sheet. **COPIES OF THE SIGNED STATEMENTS MUST BE SUBMITTED TO SCDOT CONTRACT ADMINISTRATION OFFICE WITHIN FOUR (4) BUSINESS DAYS OF THE BID LETTING** from the apparent low bidder. Should the apparent low bid be rejected for failing to meet the goal, the next apparent low bidder will have three (3) business days from notification to submit the signed quotes. SCDOT will accept facsimiles of the verified statements with the caveat that the bidder must furnish the original document to SCDOT upon request. Signed quotes must be on the DBEs letterhead and contain the following information: date, printed name, address, and phone number of the authorized individual providing the quote, project name and identification number, quote needs to be addressed to contractor from DBE, and identify specific services being performed and/or material being supplied.

3. GOOD FAITH EFFORTS REQUIREMENTS

A. Requirements for Submission for Approval of a Good Faith Effort. If the bidder does not meet the DBE contract goal through the DBE committals submitted with the bid, it is the bidder's responsibility to request, in writing (faxes and emails are acceptable) a good faith effort review by 5:00 pm of the next business day after they submit their bid. Bidder must submit additional information to satisfy to SCDOT that good faith efforts have been made by the bidder in attempting to meet the DBE contract goal. **THIS SUPPORTING INFORMATION/DOCUMENTATION MUST BE FURNISHED TO SCDOT CONTRACT ADMINISTRATION OFFICE IN WRITING WITHIN THREE (3) BUSINESS DAYS OF THE BID LETTING.** One complete set and five (5) copies of this information must be received by Contract Administration no later than 12:00 noon of the third business day following the bid letting. Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a sample representative letter along with the list of the firms being solicited. The documented efforts listed in item (C.) below are some of items SCDOT will consider in evaluating the bidder's good faith efforts. The documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documents.

SUPPLEMENTAL SPECIFICATIONS

B. Failure to Submit Required Material. If the bidder fails to provide this information by the deadline, the bid is considered irregular and may be rejected in accordance with Section 102.8(1)(D), SCDOT Standard Specifications for Highway Construction.

C. Evaluation of a Good Faith Effort. SCDOT may consider the following factors in judging whether or not the bidder made adequate and acceptable good faith efforts to meet the DBE contract goal:

- (1) Did the bidder attend any pre-bid meetings that were scheduled by SCDOT or Local Public Agency to inform DBEs of subcontracting opportunities?
- (2) Did the bidder provide solicitations through all reasonable and available means (e.g. posting a request for quotes from DBE subcontractors on SCDOT Construction Extranet webpage; attendance at pre-bid meetings, advertising and/or written notices at least 10 days prior to the letting; or showing the bidder provided written notice to all DBEs listed in the "Unified DBE Directory" that specialize in the areas of work in which the bidder will be subcontracting).
- (3) Did the bidder follow-up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested or not? If a reasonable amount of DBEs in the area of work do not provide an intent to quote, or there are no DBEs that specialize in the area of work to be subcontracted, did the bidder call SCDOT Office of Business Development & Special Programs to give notification of the bidder's inability to obtain DBE quotes?
- (4) Did the bidder select portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal? This includes, where appropriate, breaking out contract items of work into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these items of work with its own forces.
- (5) Did the bidder provide interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract?
- (6) Did the bidder negotiate in good faith with interested DBEs, or reject them as unqualified without sound reasons based on a thorough investigation of their capabilities? Any rejection should be noted in writing with a description as to why an agreement could not be reached. The fact that the bidder has the ability or desire to perform the work with its own forces will not be considered as sound reason for rejecting a DBEs quote.
- (7) Was a quote received from an interested DBE, but rejected as unacceptable because it was not the lowest quote received? The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in and of itself be considered as a sound reason for rejecting the quotation as unacceptable, as long as the quote is not unreasonable.
- (8) Did the bidder specifically negotiate with non-DBE subcontractors to assume part of the responsibility to meet the contract goal when the work to be sublet includes potential for DBE participation?
- (9) Any other evidence that the bidder submits which demonstrates that the bidder has made reasonable good faith efforts to include DBE participation.
- (10) The DBE commitments submitted by all other bidders who were able to meet the DBE contract goal.
- (11) Did the bidder contact SCDOT for assistance in locating certified DBEs?

D. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE contract goals.

E. SCDOT may give the bidder an opportunity to cure any deficiencies resulting from a minor informality or irregularity in the DBE commitment or waive any such deficiency when it is in the best interest of the State. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on DBE contract goal, quality, quantity, or delivery of the supplies or performance of the contract, and the correct or waiver of which would not be prejudicial to bidders.

4. DETERMINATION AND RECONSIDERATION PROCEDURES

A. After the letting, SCDOT will determine whether or not the low bidder has met the DBE participation contract goal or made good faith efforts to meet the goal. If SCDOT determines that the apparent low bidder failed to meet the goal, did not demonstrate a good faith effort to meet the goal, or meet the requirements of a commercially useful function SCDOT will notify the apparent low bidder of its determination by email and by US Mail or hand-delivery. The apparent low bidder may request a reconsideration of this determination.

B. The bidder must make a request for reconsideration in writing within three (3) business days of receipt of the determination. Within six (6) business days of receipt of the determination, the bidder must provide written documentation to SCDOT Director of Construction supporting its position. Only documentation dated within three (3) business days of the bid letting may be used in support of its position. No DBE goal efforts performed after 3 business days of the bid will be allowed as evidence. If the bidder fails to request a reconsideration with three (3) business days, the determination shall be final.

C. To reconsider the bidder's DBE commitment or good faith efforts, the Deputy Secretary for Engineering will designate a panel of three (3) SCDOT employees, who did not take part in the original determination, comprised of: (1) one employee from the District Construction Engineer's (DCE) Office, (2) one employee from the Office of Business Development & Special Programs, and (3) one employee at large (hereinafter referred to as the "Reconsideration Panel"). The DCE Office representative will be appointed chairman of the Reconsideration Panel. A representative from FHWA may be a non-voting member of the Reconsideration Panel. The Reconsideration Panel will contact the bidder and schedule a meeting. The Reconsideration Panel will make reasonable efforts to accommodate the bidder's schedule; however, if the bidder is unavailable or not prepared for a hearing within ten (10) business days of receipt of SCDOT original written determination, the bidder's reconsideration rights will be considered to have been waived.

D. The meeting will be held at SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina. The bidder will be allowed up to two (2) hours to present written or oral evidence supporting its position.

E. The Reconsideration Panel will issue a written report and recommendation to the Deputy Secretary for Engineering. SCDOT shall not award the contract until the Deputy Secretary for Engineering issues a decision or the bidder waives its reconsideration right either through failure to request reconsideration or failure to be available for the meeting. The Deputy Secretary for Engineering will notify the bidder of the final decision in writing.

5. CONSEQUENCES OF FAILURE TO COMPLY WITH DBE PROVISIONS

A. Failure on the part of the bidder to meet the DBE contract goal or to demonstrate good faith efforts to meet the DBE contract goal will result in the bid being declared irregular and may be rejected resulting in the contract being awarded to the next lowest responsible and responsive bidder. Upon rejection, the award may be made to the next lowest responsible and responsive bidder.

B. After bid letting, but prior to award, SCDOT reserves the right to cancel the project, or any or all bids or proposals may be rejected in whole or part, when it is in the best interest of the State.

6. DIRECTORY OF SOUTH CAROLINA CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES

A. The electronic DBE.BIN file found on the electronic bidding service website, *Bid Express*, contains data from the "Unified DBE Directory" approved for use in each particular letting. **The file must be downloaded for each letting because the directory approved for use in each letting is updated prior to the letting.** The bidder is advised that this directory pertains only to DBE certification and not to qualifications. It is the bidder's responsibility to determine the actual capabilities and/or limitations of the certified DBE firms. For non-electronic bid submissions, the directory can be found at http://www.scdot.org/doing/businessDevelop_SCUnified.aspx.

B. In meeting the DBE participation contract goal, the bidder shall use only DBEs that are included in the "Unified DBE Directory" contained in the DBE.BIN file, or on-line, current for the month the bid is submitted. The bidder may only count toward the DBE goal work in the areas for which the DBE has been certified, unless prior written approval from SCDOT is obtained. The bidder and the DBE must jointly apply to SCDOT's Director of Construction for approval of work in an area of work other than that in which the DBE has been certified. The requested work must be in an area related to the area of work in which the DBE has been certified. Such requests must be submitted in writing to the Director of Construction no later than ten (10) business days prior to the date of the letting. The Director of Construction has the right to approve or disapprove the request. The Director of Construction will give the bidder and the DBE written notice of his decision no later than five (5) business days prior to the date on which bids are received. If approved, a copy of the written approval must accompany the submission of the subcontractor's quote.

C. Certification of a DBE for work in a certain area of work or approval to perform work in a related area shall not constitute a guarantee that the DBE will successfully perform the work or that the work will be performed completely. Such certification or approval shall only imply that the successful completion of the work by the DBE can count toward satisfying the DBE contract goal in accordance with the counting rules set forth in 49 CFR Part 26 (see Section 3 of Part B below.)

D. The bidder may print a copy of the "Unified DBE Directory" from SCDOT web page at http://www.scdot.org/doing/businessDevelop_SCUnified.aspx.

7. ADDITIONAL DBE PARTICIPATION

The bidder is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. Any DBE participation in excess of the DBE contract goal shall also be included in the DBE Quarterly Reports.

8. CONTRACTOR'S RESPONSIBILITY TO REPORT BIDDER INFORMATION

The bidder should keep a list of all subcontractors (DBE or non-DBE) who bid or quoted for subcontracts on this project. As a condition to prequalification or renewal of prequalification, Contractors must submit the names and addresses of all firms (DBE and non-DBE) who quoted the Contractor for subcontracts on SCDOT projects throughout the course of the previous year.

PART B. INSTRUCTIONS TO CONTRACTORS – POST-AWARD REQUIREMENTS**1. CONTRACTOR'S OBLIGATIONS**

A. 49 CFR 26. The Contractor shall carry out the applicable requirements of 49 CFR Part 26 and these DBE Supplemental Specifications in the award and administration of this contract. Failure by the Contractor to carry out these requirements is a material breach of the contract, and may result in the termination of the contract or such other remedy as SCDOT deems appropriate.

B. Meeting both the Goal and Commitment or Making Good Faith Efforts to Meet the Goal and Commitment. It is the Contractor's responsibility to meet or make good faith efforts to meet the DBE contract goal and commitments. Failure to meet the goal or commitments to the specific DBEs listed on the committal sheet or to demonstrate good faith efforts to meet the goal or commitments may result in any one or more of the following sanctions:

- (1) Withholding monthly progress payments;
- (2) Declaring the Contractor in default pursuant to Section 108.10 of the Standard Specifications and terminating the contract;
- (3) Assessing sanctions in the amount of the difference in the DBE contract committal and the actual payments made to each certified DBEs;
- (4) Disqualifying the Contractor from bidding pursuant to Regulation 63-306, Volume 25A, of the S. C. Code of Laws; and/or
- (5) Requiring the Contractor to obtain DBE participation on future contracts to the extent the Contractor failed to meet or use good faith efforts to meet the DBE contract goal.

C. Using the DBEs shown on the Committal Sheet to Perform the Work. The Contractor must utilize the specific DBEs listed on the "DBE Committal Sheet" to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written approval from the Director of Construction to perform the work with other forces or obtain the materials from other sources as set forth in Section 2 below. The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or, with prior written approval of the Director of Construction, by other forces (including those of the Contractor). Failure to meet a commitment to a specific DBE may result in the sanctions listed in Section 1(B) above, unless prior written approval is obtained for replacement of the committed DBE.

When SCDOT makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the SCDOT makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original work.

D. Incorporating DBE Supplemental Provisions in Subcontracts. The Contractor shall make available, at the request of SCDOT, a copy of all DBE subcontracts. The Contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with these DBE Supplemental Specifications. The contractor is advised to insert the following provision in each subcontract or agreement:

"This contract or agreement shall be performed in accordance with the requirements of the SCDOT DBE Supplemental Specifications dated January 1, 2014."

2. REPLACEMENT OF CERTIFIED DBES

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

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

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

SUPPLEMENTAL SPECIFICATIONS

C. Good Faith Efforts. After approval for replacement is obtained, if the Contractor is not able to find a replacement DBE, the Contractor shall provide the Director of Construction with documentation of its good faith efforts to find a replacement. This documentation shall include, but is not limited to, the following:

- (1) Copies of written notification to certified DBEs that their interest is solicited in subcontracting the work defaulted by the previous certified DBE or in subcontracting other items of work in the contract.
- (2) Statement of efforts to negotiate with certified DBEs for specific subbids including at a minimum:
 - (a) Names, addresses and telephone numbers of certified DBEs who were contacted;
 - (b) Description of the information provided to certified DBEs regarding the plans and specifications for portions of the work to be performed;
 - (c) Statement of why additional agreements with certified DBEs were not reached.
- (3) For each certified DBE contacted but rejected, the reasons for the Contractor's rejection. Failure to find a replacement DBE at the original price is not in itself evidence of good faith.
- (4) Documentation demonstrating that the Contractor contacted SCDOT's DBE Supportive Service Office for assistance in locating certified DBEs willing to take over that portion of work or do other work on the contract.

If SCDOT determines that the Contractor has made good faith efforts to replace the committed DBE with another certified DBE, then the remaining portion of the DBEs work shown on the "DBE Committal Sheet" can be completed by the Contractor's own forces or by a non-DBE subcontractor approved by SCDOT. The Contractor will not be required to make up that part of the DBE goal attributable to the portion of work not completed by the committed DBE, and this shortfall in meeting the DBE goal will be waived by SCDOT.

If SCDOT determines that the Contractor has not made good faith efforts to replace the committed DBE with another certified DBE, such failure may constitute cause for imposition of any of the sanctions set forth in Section 1(B) above.

D. Payment from SCDOT. The Contractor shall not be entitled to payment for work or material committed to a committed DBE unless:

- (1) The work is performed by the *committed* DBE; or
- (2) The work is performed by another certified DBE after the Director of Construction has given approval to replace the committed DBE as provided above; or
- (3) The work is performed by a non-DBE after SCDOT determines that the Contractor has demonstrated good faith efforts to replace the committed DBE as provided above.

3. **COUNTING CERTIFIED DBE PARTICIPATION TOWARD MEETING THE DBE GOAL**

DBE participation shall be measured by the actual, verified payments made to DBEs subject to the following rules (all references to "DBE" herein shall mean "certified DBE"). The Contractor is bound by these rules in regard to receiving and reporting credit toward the DBE contract goal. The Contractor shall report on DBE Quarterly Reports only the amounts properly attributable toward the goal under these rules.

SUPPLEMENTAL SPECIFICATIONS

A. General Counting Rules.

- (1) The entire amount of that portion of a construction contract (or other contract not covered by paragraph A(2) of this section) that is performed by the DBEs own forces may be counted toward the goal. The cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) can be counted toward the goal.
- (2) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (3) The Contractor can count expenditures to a DBE only if the DBE is certified by SCDOT, except as provided in section 2(A)(2) above, in the event a DBE loses eligibility status after a subcontract is signed.
- (4) The Contractor can count expenditures to a DBE only after the DBE has actually been paid.

B. Joint Ventures. When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces can be counted toward DBE goals. A joint venture must be approved by the Director of Construction prior to start of the contract.

C. Commercially Useful Function. Expenditures to a DBE contractor can be counted toward DBE goals only if the DBE is performing a commercially useful function on that contract:

- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, SCDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, SCDOT will examine similar transactions, particularly those in which DBEs do not participate.
- (3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, SCDOT will presume that it is not performing a commercially useful function.
- (4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (3) of this section, the DBE may present evidence to rebut this presumption. SCDOT may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- (5) SCDOT's decisions on commercially useful function matters are subject to review by the Federal Highway Administration, but are not administratively appealable to the USDOT.

SUPPLEMENTAL SPECIFICATIONS

D. Special Rules for Trucking Companies. SCDOT will use the following rules to determine whether a DBE trucking company is performing a commercially useful function and what portion of the DBE work can be counted toward DBE goals:

- (1) **DBE must control all work.** To be considered as performing a commercially useful function, the DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- (2) **DBE must "own" at least one truck.** The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the project. For purposes of this section, a DBE will be considered to "own" a truck if:
 - a) the truck is titled in the DBE's name; or,
 - b) the DBE leases the truck under a valid lease-to-own agreement and the driver of the truck is an employee of the DBE.

The DBE must submit documentation to SCDOT to establish the number of trucks the DBE owns, operates and insures. The DBE must submit the documentation to SCDOT's Office of Business Development & Special Programs at the time of certification, annual reporting on certification requirements, or at any time during the year that the DBE obtains additional trucks.

- (3) **Counting DBE trucking toward DBE goal.** The Contractor can count toward DBE goals the total value of the transportation services the DBE provides using trucks the DBE owns, insures, and operates using drivers the DBE employs.
- (4) **Counting subcontracted DBE trucking toward DBE goal.** The DBE may subcontract with another DBE firm, including an owner-operator who is certified as a DBE, to provide trucks on a project. In this case, the Contractor may count toward the DBE goal the total value of the transportation services provided by the DBE subcontractor.
- (5) **Counting subcontracted non-DBE trucking toward the goal.** The DBE may lease trucks from a non-DBE firm, including an owner-operator, to provide trucks on a project. Prior to beginning work, the DBE must provide SCDOT's Resident Construction Engineer with a list identifying all DBE and non-DBE trucks and truck numbers that will be used on the project. In this case, the Contractor may count toward the DBE goal the total value of the transportation services provided in each quarter by the non-DBE trucks, not to exceed the value of the transportation services provided by DBE-owned trucks in that quarter. For example, in a given quarter, if DBE-owned trucks provide transportation services of \$50,000, while non-DBE trucks provide transportation services of \$75,000, a maximum of \$100,000 can be counted toward the DBE goal in that quarter.

For purposes of this paragraph (5), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the lease truck. Leased trucks must display a placard with the name and USDOT identification number of the DBE leasing the truck. The placard must be legible and visible when standing at least 15 feet from the driver's side of the truck. It may be affixed to the side of the truck or inside the cab window as long as it does not interfere with the safe operation of the truck. See example below.

Sample placard:

Operated by: Bell's Trucking, LLC USDOT 123456
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SUPPLEMENTAL SPECIFICATIONS

NOTE: DBE firms may not receive credit for DBE participation when leasing non-DBE owned trucks from the Prime contractor with whom the DBE firm is subcontracted as 49 CFR 26.55(a)(1) applies.

E. DBE Manufacturers and Dealers. The Contractor can count expenditures with DBEs for materials or supplies toward DBE goals in accordance with the following rules:

- (1) *DBE Manufacturers*. If the materials or supplies are obtained from a DBE manufacturer, the Contractor can count 100 percent of the cost of the materials or supplies toward DBE goals. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. The DBE must be listed as a "manufacturer" in the "South Carolina Unified DBE Directory" to be considered a manufacturer for purposes of these counting rules.
- (2) *DBE Dealers*. If the materials or supplies are purchased from a DBE regular dealer, the Contractor can count 60 percent of the cost of the materials or supplies toward DBE goals. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. The DBE must be listed as a "dealer" in the South Carolina Unified DBE Directory to be considered a dealer for purposes of these counting rules.
- (3) *DBE Brokers*. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of material or supplies required on a job site, toward DBE goals.

F. Special Rules for Design Build and Local Public Agency Contracts

- (1) When the Design Build team changes work that results in the reduction or elimination of work that the Design Build team committed to be performed by a DBE, the Design Build team shall seek additional participation by DBEs equal to the reduced DBE participation cause by the change.

4. JOINT CHECKS.

The Director of Construction must approve all requests for a Contractor to issue and use joint checks with a DBE. The following conditions apply:

- a) The DBE must submit a request to the Director of Construction which includes a formalized agreement between all parties that specify the conditions under which the arrangement will be permitted;
- b) The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1). SCDOT must clearly determine that independence is not threatened because the DBE retains final decision making responsibility;
- c) There can be no requirement by the prime contractor that a DBE use a specific supplier nor the prime contractor's negotiated unit price.

5. REPORTS

The Contractor shall furnish to the SCDOT the following reports and information. THIS REQUIREMENT APPLIES REGARDLESS OF WHETHER THERE IS A CONTRACT GOAL ASSIGNED TO THE CONTRACT.

A. DBE Quarterly Reports. The Contractor shall provide to the SCDOT, DBE Quarterly Reports showing the dollar amount of payments to each certified DBE. The Contractor and each DBE that received payment must sign the report. The Contractor's and DBE's signature on the Quarterly Report shall constitute certification that the DBE has performed the work and that the Contractor is entitled to credit toward the DBE goal for the amount shown in accordance with the counting rules set forth in Section 3 above. The report shall include the amount paid each DBE for the quarter and the total amount paid to each DBE on the contract. The report must include DBE subcontractors, hauling firms, and suppliers. The report shall be submitted in duplicate to the Resident Construction Engineer by the 15th of the month after each calendar quarter (January, April, July, and October 15). Failure to submit the quarterly report may result in the withholding of monthly progress and/or final payment. The Quarterly Report must be submitted for each quarter even if no payments have been made to a DBE in that quarter. When no payments have been made to a DBE in a quarter, DBEs are not required to sign the report.

B. Trucker's Reports. All DBE haulers must complete and submit a DBE Trucker's Report along with the DBE quarterly report when the DBE leases trucks from another firm. The DBE hauler must list all trucks leased, payments made to the lessee during the quarter, and identify whether each leased truck is owned by a certified DBE or non-DBE. DBE Haulers must also submit one copy of each lease agreement to the Resident Construction Engineer prior to the start of work for each truck leased. A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

C. Other Documents. Upon request of SCDOT, the Contractor and all subcontractors shall furnish documents, including subcontracts, necessary to verify the amount and costs of the materials or services provided by certified DBE suppliers or subcontractors. The Contractor shall keep the documents that verify this information for at least three years from the date of final close-out of the contract. Failure to provide these documents upon request may result in the withholding of monthly progress and/or final payment or disqualifying the Contractor from bidding pursuant to R. 63-306, South Carolina State Regulations.

6. CONTRACT COMPLETION – DETERMINATION OF WHETHER CONTRACTOR HAS MET THE GOAL OR MADE GOOD FAITH EFFORTS

A. Review by SCDOT. After receipt of the final DBE Quarterly Reports, SCDOT will review the necessary contract documentation to determine whether the Contractor has met the DBE commitments and contract goal.

B. Notification of Failure to Meet Goal. If the documentation indicates that the Contractor has not met the DBE commitments and contract goal, the Director of Construction will notify the Contractor in writing and request documentation of the Contractor's good faith efforts to meet the goal.

C. Determination of Good Faith Efforts. The Contractor shall submit documentation demonstrating good faith efforts to meet the contract commitments and goal to the Director of Construction within thirty (30) days of the date of the "Notification of Failure to Meet Goal." The Director of Construction will provide the Contractor with written notice of SCDOT's determination whether good faith efforts have been demonstrated.

SUPPLEMENTAL SPECIFICATIONS

D. Request for Reconsideration. If the Contractor disagrees with SCDOT's determination of post construction compliance, the Contractor may request a reconsideration by filing a written request with the Director of Construction within ten (10) business days after receipt of the determination. The Contractor shall submit any additional documentation that it wishes to be considered in support of its position within ten (10) business days of its request for reconsideration. If the Contractor fails to request a reconsideration within ten (10) days, the determination shall be final. If the Contractor requests reconsideration, the Director of Construction Office will appoint a Reconsideration Official who did not take part in the original determination to review the decision and supporting documentation (hereinafter referred to as the "Reconsideration Official"). FHWA may participate in the review process. The Reconsideration Official will contact the Contractor and schedule a meeting with the Contractor. The meeting will be held at the SCDOT Headquarters Building in Columbia. At the meeting, the Contractor will have an opportunity to present oral and written evidence to demonstrate that good faith efforts were made to meet the DBE commitments and contract goal. The Reconsideration Official may also consider evidence presented by SCDOT at the same meeting. After the meeting, the Reconsideration Official will issue a written report and recommendation to the Director of Construction. The Director of Construction shall make the final decision on the issue. The Director of Construction will notify the Contractor of the final decision in writing.

August 7, 1991

LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITSA. Late Discovery of Archaeological/Historical Remains on Federal Aid Projects.

1. Responsibilities:

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

2. Applicability:

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

3. Cost Reimbursement and Time Delays:

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

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

B. Approval of Designated Borrow Pits on Federal Aid Projects (Plant Sites which qualify as commercial are not included).

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

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

Traffic Control

Delete Subsection 601.1.3 of the Standard Specifications in their entirety and replace them with the following:

601.1.3 Restrictions

- 1 **The Department prohibits lane closures on interstate highways during holiday weekends, extended holiday periods or special events as defined below unless otherwise directed by the Engineer.** The Department's holiday lane closure restrictions for holidays that are observed on a Monday will include the weekend and are considered a holiday weekend unless otherwise established by these specifications. The Department defines the typical Monday holiday weekend as from 6:00 am of the Friday before the weekend until 6:00 a.m. of the Tuesday after the holiday. Lane closures, road closures, shoulder closures, pacing operations or any operations that will impact the efficient flow of traffic or hinder normal traffic operations during these Monday holiday weekends as defined above are prohibited unless otherwise directed by the Engineer.
- 2 Easter and Thanksgiving holidays are varied and extended holiday periods of a holiday weekend. Easter holidays are defined as from 12:00 noon of the Thursday before Easter until 6:00 p.m. of the Monday after Easter. Thanksgiving holidays are defined as from 12:00 noon of the Wednesday before Thanksgiving Day until 6:00 a.m. of the Monday after Thanksgiving Day. Lane closures, road closures, shoulder closures, pacing operations or any operations that will impact the efficient flow of traffic or hinder normal traffic operations during the Easter and Thanksgiving holidays as defined above are prohibited unless otherwise directed by the Engineer.
- 3 The 4th of July holiday is considered an extended holiday period. Considering the progressive nature of the calendar, this extended holiday period will vary from year to year depending upon the day of the week the holiday occurs. See the table below. Lane closures, road closures, shoulder closures, pacing operations or any operations that will impact the efficient flow of traffic or hinder normal traffic operations during the 4th of July holiday as defined below are prohibited unless otherwise directed by the Engineer.

4th of JULY HOLIDAY	
DAY OF WEEK	DURATION
MONDAY	6:00 AM FRIDAY, JULY 1 ST through 10:00 PM SUNDAY JULY 10 TH
TUESDAY	6:00 AM FRIDAY, JUNE 30 TH through 10:00 PM SUNDAY JULY 9 TH
WEDNESDAY	6:00 AM FRIDAY, JUNE 29 TH through 10:00 PM SUNDAY JULY 8 TH
THURSDAY	6:00 AM FRIDAY, JUNE 28 TH through 10:00 PM SUNDAY JULY 7 TH
FRIDAY	6:00 AM FRIDAY, JUNE 27 TH through 10:00 PM SUNDAY JULY 13 TH
SATURDAY	6:00 AM FRIDAY, JUNE 26 TH through 10:00 PM SUNDAY JULY 12 TH
SUNDAY	6:00 AM FRIDAY, JUNE 25 TH through 10:00 PM SUNDAY JULY 11 TH

SUPPLEMENTAL SPECIFICATIONS

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The Christmas holidays are considered an extended holiday period. Considering the progressive nature of the calendar, this extended holiday period will vary from year to year depending upon the day of the week the holiday occurs. See the table below. Lane closures, road closures, shoulder closures, pacing operations or any operations that will impact the efficient flow of traffic or hinder normal traffic operations during the Christmas holidays as defined below are prohibited unless otherwise directed by the Engineer.

CHRISTMAS HOLIDAYS	
DAY OF WEEK	DURATION
MONDAY	6:00 AM FRIDAY, DECEMBER 22 ND through 10:00 PM WEDNESDAY JANUARY 3 RD
TUESDAY	6:00 AM FRIDAY, DECEMBER 21 ST through 10:00 PM THURSDAY JANUARY 3 RD
WEDNESDAY	6:00 AM FRIDAY, DECEMBER 20 TH through 10:00 PM FRIDAY JANUARY 3 RD
THURSDAY	6:00 AM TUESDAY, DECEMBER 23 RD through 10:00 PM SUNDAY JANUARY 4 TH
FRIDAY	6:00 AM WEDNESDAY, DECEMBER 23 RD through 10:00 PM SUNDAY JANUARY 3 RD
SATURDAY	6:00 AM THURSDAY, DECEMBER 23 RD through 10:00 PM MONDAY JANUARY 3 RD
SUNDAY	6:00 AM FRIDAY, DECEMBER 23 RD through 10:00 PM TUESDAY JANUARY 3 RD

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Special events are events generating excessive traffic as determined by the Department. Lane closures, road closures, shoulder closures, pacing operations or any operation that would impact the efficient flow of traffic or hinder normal traffic operations during special events are prohibited unless otherwise directed by the Engineer.

September 1, 2008

ADHESIVELY BONDED ANCHORS AND DOWELS

1.0 Adhesively Bonded Anchors and Dowels

1.1 Scope

Furnish all required labor, equipment, and materials and perform all operations necessary for installing anchors and dowels in concrete using an adhesive bonding system in accordance with the details shown on the Plans and with the requirements of this Specification. Provide a material system specifically intended for use in structural applications for bonding anchors and dowels to hardened concrete. Limit applications to anchors and dowels installed in horizontal, vertical, and downwardly inclined positions. Do not use adhesive anchors in overhead or upwardly inclined installations. See Figure 1.1.

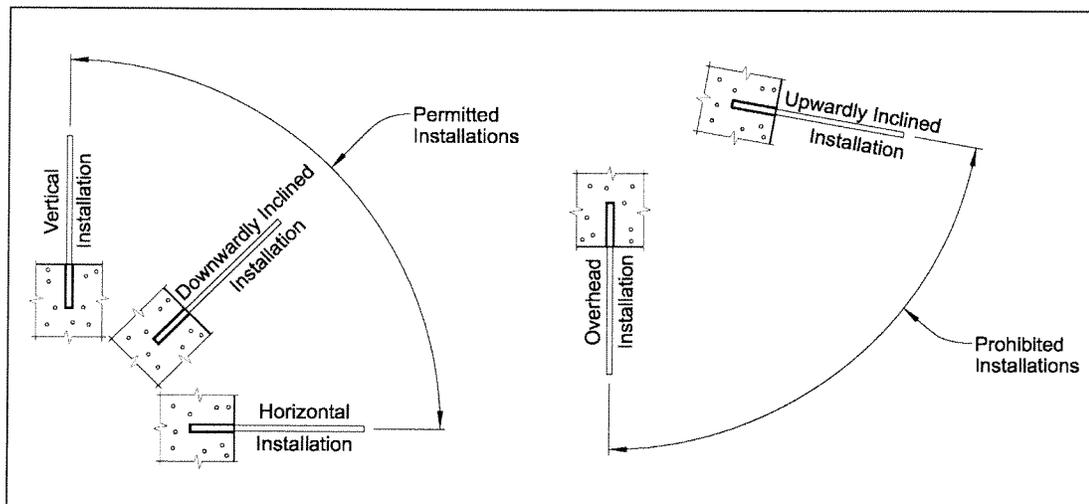


Figure 1.1

Submit a description of the proposed adhesive bonding system to the RCE for review, comments, and acceptance. Include in the description the anchor type, equipment, Manufacturer's recommended hole diameter, material specifications, and any other material, equipment or procedure not covered by the contract documents. List the properties of the adhesive, including density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength, bond strength, and compressive strength. If anchors or dowels containing a corrosion protective coating are required, provide an adhesive that does not contain any chemical elements that are detrimental to the coating and include a statement to this effect in the submittal concerning the contents as required by State or Federal Laws and Regulations.

Submit to the RCE Manufacturer's certification that the adhesive bonding system, when tested for tension pull-out according to ASTM E 488 utilizing identical anchorages, embedment depths, and concrete strengths as those specified on the Plans, does not fail by any mode listed in Section 12 of ASTM E 488 when loaded to the lesser of 85 percent of the specified bond strength (based on the nominal anchorage diameter and embedment depth) or 90 percent of the yield strength of the anchor. Also, submit to the RCE long term load (creep) test results performed in accordance with ASTM E 1512, ICC-ES AC 58, or ICC-ES AC 308. When specified on the Plans, field testing will also be required for adhesive anchorages.

1.2 Materials

Provide adhesive bonding material systems for structural applications that meet the requirements of ASTM C 881, Type IV, Grade 3, Class B or C (depending on site conditions). Do not use "Fast Set epoxy." Package components of the adhesive in containers of such size that one whole container of each component is used in mixing one batch of adhesive. Use containers of such design that all of the contents may be readily removed, and are well sealed to prevent leakage. Do not use material from containers which are damaged or have been previously opened. Use only full packages of components. Furnish adhesive material that requires hand mixing in two separate containers designated as Component A and Component B or in a self contained cartridge or capsule that consists of two components which will be automatically mixed as they are dispensed, as in the case of a cartridge, or drilled into, as in the case of a capsule.

Provide packages clearly marked by the Manufacturer with the following information:

- Manufacturer's name and address
- Product Name
- Date of Manufacture
- Expiration Date
- LOT Identification Number
- Storage and Handling Requirements

With each package include the Manufacturer's instructions for anchor and dowel installation. Include the following information with the instructions:

- Diameters of drilled holes for applicable anchor and dowel sizes.
- Cleaning procedure for drilled holes, including a description of permitted and prohibited equipment and techniques.
- Allowable temperature ranges for storage, installation and curing.
- Identification of acceptable mixing/dispensing nozzles.
- Fabrication requirements for anchors and dowels.
- Description of tools permitted or required for installation.
- Method of identifying properly proportioned and mixed adhesive materials.
- Time and temperature schedule for initial set ('gel time') and full-strength cure.
- Requirements for special installation conditions such as horizontal or near horizontal orientation of the anchor or dowel.

1.3 Construction Requirements

1.3.1 Storage

Deliver the adhesive bonding material system to the job-site in original unopened containers with the Manufacturer's label identifying the product. Store materials delivered to the job-site in the original unopened containers within an appropriate facility capable of maintaining storage conditions consistent with the Manufacturer's recommendations.

1.3.2 Installation

Install the adhesive anchors and dowels perpendicular to the plane surface of the structural member, in accordance with Manufacturer's recommendations, and when the concrete is above 40 degrees Fahrenheit and has reached its 28 day strength. Install the anchorages before the adhesive's initial set ('gel time').

1.3.2.1 Drilling of Holes into Concrete

Ensure that concrete members receiving adhesive-bonded anchors or dowels are structurally sound and free of cracks in the vicinity of the anchor or dowel to be installed. When directed by the RCE, use a jig or fixture to ensure the holes are positioned and aligned correctly during the drilling process.

SUPPLEMENTAL SPECIFICATIONS

Use a metal detector specifically designed for locating steel in concrete to avoid conflicts with existing steel reinforcement whenever placement tolerances and edge clearances permit. Unless other equipment is recommended by the Manufacturer, drill holes to the diameter required by the Manufacturer using a rotary hammer drill and bit. Perform core drilling to clear existing steel reinforcement only when approved by the RCE. Dry the drilled holes completely prior to cleaning and installing the anchors or dowels. Clean and prepare drilled holes in accordance with the Manufacturer's recommendations, but as a minimum, use oil-free compressed air to remove loose particles from drilling, brush inside surface to free loose particles trapped in pores, then use compressed air again to remove the remaining loose particles. Use a non-metallic bristle brush and avoid over-brushing to prevent polishing the inside surface of the drilled hole. Check each hole with a depth gauge to ensure proper embedment depth. Repair spalled or otherwise damaged concrete using methods approved by the RCE.

1.3.2.2 Inspection of Holes

Inspect each hole immediately prior to placing the adhesive and the anchors/dowels. Ensure all holes are dry and free of dust, dirt, oil, and grease.

1.3.2.3 Mixing of Adhesive

Mix the adhesive in strict conformance with the Manufacturer's instructions.

1.3.2.4 Embedment of Anchors and Dowels

Remove all debris, oils, and any other deleterious material from the anchors and dowels to avoid contamination of the adhesive bonding material. Insert the anchor or dowel the specified depth into the hole and slightly agitate it to ensure wetting and complete encapsulation. After insertion of the anchor or dowel, strike off any excessive adhesive flush with the concrete face. Should the adhesive fail to fill the hole, add additional adhesive to the hole to allow a flush strike-off. Do not disturb the anchors and dowels while adhesive is hardening. For horizontal and inclined installations, provide temporary supports to maintain the alignment of the anchors or dowels until the adhesive bonding material has cured.

1.3.3 Field Testing

When specified on the Plans, field test the installed anchors and dowels. Perform field testing of the installed anchors and dowels in accordance with the applicable sections of ASTM E 488. Inform the RCE and the Manufacturer when the tests will be performed at least 2 days prior to testing. For testing, use a calibrated hydraulic centerhole jack system that will not damage the anchor or dowel. Place the jack on a plate washer that has a hole at least 1/4" larger than the hole drilled into the concrete. Position the plate washer on center to allow an unobstructed pull. Position the anchors/dowels and the jack on the same axis. Have an approved testing agency calibrate the jack within 6 months prior to testing. Supply the RCE with a certificate of calibration.

Divide the anchors and dowels into LOTS for field testing and acceptance. A LOT consists of anchors or dowels of the same type, diameter, strength, embedment length, and adhesive bonding system. Prior to performing field tests, submit proposed testing locations to the RCE for review, comments, and acceptance. In the presence of the RCE, field test the anchors or dowels for each LOT in accordance with the following:

Test a minimum of 1 anchorage but not less than 10% of all anchors in the LOT to the test load shown on the Plans.

If less than 60 anchorages are to be installed: Install and test the minimum required number of anchorages prior to installing the remaining anchorages. After installing the remaining anchorages, test a minimum of 2 of these anchorages at random locations selected by the RCE.

SUPPLEMENTAL SPECIFICATIONS

If more than 60 anchorages are to be installed: Test the first 6 anchorages prior to installing the remaining anchorages. Then test, at random locations selected by the RCE, 10% of the number in excess of 60 anchorages.

For every failed field test, perform two additional field tests on adjacent untested anchors or dowels within the LOT. Continue additional field tests until no more test failures occur, or until all anchors and dowels within the LOT are tested.

Begin testing after the Manufacturer's recommended cure time has been reached. For testing, apply and hold the test load for three minutes. If the jack experiences any drop in gage reading, restart the test. For the anchorage to be deemed satisfactory, hold the test load for three minutes with no movement or drop in gage reading.

Remove all anchors and dowels that fail the field test, without damage to the surrounding concrete. Re-drill holes to remove adhesive bonding material residue and clean the hole in accordance with Subsection 1.3.2.1. For reinstalling replacement anchors or dowels, follow the same procedures as new installations. Do not reuse failed anchors or dowels unless approved by the RCE.

Determine failure of the field test in accordance with ASTM E 488. Submit certified test reports to the RCE. Final acceptance of the adhesively anchored system is based on the conformance of the pull test to the requirements of this Specification. Failure to meet the criteria of this Specification is grounds for rejection.

1.4 Measurement

No separate measurement for payment will be made for furnishing, installing, and testing of adhesively bonded anchors and dowels.

1.5 Payment

Include all costs of adhesively bonded anchors and dowels in the contract unit price bid for the items to be anchored.

**TRAILER MOUNTED
AUTOMATED FLAGGER ASSISTANCE DEVICE SYSTEM
(AFAD)**

1. Description:

This specification details the minimum requirements of all Automated Flagger Assistance Device Systems (AFAD) utilized and placed into operation on the roadways of the state of South Carolina.

An automated flagger assistance device system is a temporary traffic control device system for controlling the flow of traffic through temporary traffic control areas, typically work zones, that generate the requirement for two-way traffic to share a single travel lane. An automated flagger assistance device system shall consist of no less than 2 individual AFAD units linked and remotely controlled by wireless communications. A flagger(s), who has successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider, shall operate the system. Install, operate and maintain each AFAD unit as designated by these Supplemental Specifications, the manufacturer's specifications, the Standard Drawings for Road Construction, the Plans and the Engineer.

An automated flagger assistance device system acceptable for use on the roadways of the state of South Carolina shall be either a Type I "RED / YELLOW" Lens system or a Type II "STOP / SLOW" Sign system.

The automated flagger assistance device system shall comply with all requirements for Automated Flagger Assistance Devices as specified and directed by the MUTCD, latest edition, and this supplemental specification. An automated flagger assistance device system shall operate and comply with all requirements for flagging operations as specified and directed by the latest editions of the MUTCD, the South Carolina Flagger's Handbook and the Standard Specifications for Highway Construction. Also, an automated flagger assistance device system shall operate and comply with all requirements for flagging operations as specified and directed by the Standard Drawings for Road Construction, the special provisions, the plans and the Engineer.

2. Operations Requirements:

A. General: Automated flagger assistance device systems are only permitted for use on two-lane two-way roadways where each single travel lane of opposing traffic is required to utilize and share one travel lane. An AFAD system is PROHIBITED for use on multilane roadways with reduced numbers of travel lanes. An AFAD is not a traffic control signal and shall not be used as a temporary traffic control signal or to control traffic at any location with more than 2 opposing single travel lanes seeking to share one travel lane.

B. Documentation: Provide documentation to the SCDOT to verify that each operator of an automated flagger assistance device system has successfully completed instruction in the operation of a system by the manufacturer of that system. Also, provide documentation to verify that each operator has successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider.

1. **Work Conducted under Contract to SCDOT** - Provide documentation of proof of successful completion of training in the proper operation of the AFAD system by the manufacturer of the system and successful completion of training as a flagger by a South Carolina Department of Transportation approved work zone traffic control training provider to the Resident Engineer no less than 7 days prior to placing an automated flagger assistance device into operation.

SUPPLEMENTAL SPECIFICATIONS

2. **Work Conducted under Encroachment Permit** - Provide documentation of proof of successful completion of training in the proper operation of the AFAD system by the manufacturer of the system and successful completion of training as a flagger by a South Carolina Department of Transportation approved work zone traffic control training provider along with submittal of the encroachment permit to the SCDOT.

C. Operator: The operator of the an automated flagger assistance device system shall be a recipient of and have successfully completed instruction in the operation of the system by the manufacturer of that system. The operator shall have successfully completed a flagger training course sponsored by a South Carolina Department of Transportation approved work zone traffic control training provider.

The South Carolina Department of Transportation only recognizes the following entities as acceptable providers of work zone traffic control training for organizations outside of the SCDOT who perform work activities within the highway rights-of-way in South Carolina under either contract to SCDOT or encroachment permit:

- American Traffic Safety Services Association (ATSSA)
- Institute for Transportation Research and Education at North Carolina State University (ITRE)
- Carolinans Association of General Contractors (AGC)
- National Safety Council South Carolina Chapter

The operator shall control the automated flagger assistance device system from a location with an unobstructed view of the AFAD unit as well as an unobstructed view of the approaching traffic. If a single operator is controlling more than one unit, the operator shall have an unobstructed view of traffic from both directions. At no time is the operator permitted to leave the AFAD unattended when the AFAD is operating.

D. Site Location: When sufficient shoulder space is available, place and position the AFAD unit on the shoulder of the roadway no closer than 1 foot from either the near edge line or the near edge of pavement when an edge line is absent to the near edge of the trailer when the gate arm is in the upright position. When sufficient shoulder space to attain the minimum 1 foot requirement is unavailable, minimal encroachment of the unit upon the adjacent travel lane is permitted.

Place and position the AFAD unit to allow the end of the gate arm, when in the down position, to reach the center of the adjacent travel lane being controlled by the unit. Encroachment by the gate arm when in the down position to a point less than to the center of the adjacent travel lane or into the opposing travel lane beyond the center of the roadway is PROHIBITED.

Install the advance warning signs required for typical flagging operations on each approach. In addition to the typical flagging operations sign array, also include and install a "Be Prepared To Stop" sign (W3-4-48) between the "Flagger" symbol sign (W20-7-48) and the AFAD unit on each approach. Therefore, the required advance warning signs for each approach are, "Be Prepared To Stop" (W3-4-48), "Flagger" symbol (W20-7-48), "One Lane Road Ahead" (W20-4-48-A) and "Road Work Ahead" (W20-1-48-A).

E. Nighttime AFAD Flagging Operations: During nighttime operations, illuminate each AFAD unit station with any combination of portable lights, standard electric lights, existing street lights, etc., that will provide a minimum illumination level of 108 Lx or 10 fc.

During nighttime operations, operators shall wear a safety vest and safety pants that comply with the requirements of ANSI / ISEA 107 standard performance for Class 3 risk exposure, latest revision, and a fluorescent hard hat. The safety vest and the safety pants shall be retroreflectorized and the color of the background material of the safety vest and safety pants shall be fluorescent orange-red or fluorescent yellow-green.

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

SUPPLEMENTAL SPECIFICATIONS

3. System Requirements:

A. General: An automated flagger assistance device system shall consist of a Main AFAD unit and a Remote AFAD unit, linked and remotely controlled by wireless communications. The individual trailer-mounted units shall have nesting capabilities to permit towing of both units in a single trailer configuration. When nested, all lights including stop, tail and turn signal lights of both units shall operate uniformly.

B. Power Source: The electrical power for operation of the sign shall be supplied by a 12 VDC power source or a 110 VAC or a 120 VAC power source. Provide and mount a D/C power source for the unit on the trailer. An adaptable 110 VAC or 120 VAC power source may be used when available and selected for use.

1. **D/C Powered:** Power the unit by means of a battery bank charged by photovoltaic solar panels and/or a built-in 110 VAC 10 amp battery charger. House the battery bank in a lockable heavy duty weatherproof box or cabinet. The battery bank shall have the capability to provide sufficient operating power to the unit for no less than 7 continuous days.
2. **A/C Powered:** Power the unit by means of a 110 VAC or 120 VAC power source. Equip the unit with ground fault circuit interrupter circuit breakers. Conduct all A/C power adaptations with UL approved equipment and methods.

C. Remote Control: Equip each AFAD unit with a controller capable of receiving and implementing instructions through wireless communications from a handheld transceiver. Also, equip each AFAD unit with a handheld transceiver that provides wireless communication with the unit controller to permit operation of the individual unit or the system by an operator or operators from remote locations. The system shall provide the capability for total system operation and control of both units by one operator from a primary handheld transceiver as well as allow independent unit operation by one operator per unit from unit specific handheld transceivers.

Monitor and verify data transmissions utilized to control the AFAD units. Digitally encode signal transmissions to minimize interference. Comply with all applicable requirements of the Federal Communications Commission. In the event communications are disrupted or lost, the system shall go into a "fail safe" mode and display the "Circular Red" / "STOP" indications and lower the gate arms.

D. Gate Arm: Equip each AFAD unit with an automated gate arm that descends to a down position across the travel lane that approaching traffic is operating in when the AFAD unit displays the condition for approaching traffic to stop. The automated gate arm shall ascend to an upright position when the AFAD unit displays the condition to allow stopped traffic to proceed past the location of the AFAD unit.

Acceptable operation of the gate arm shall require the gate arm to begin descent to the down position no less than 2 seconds or more than 4 seconds after the AFAD unit displays the condition for approaching traffic to stop. The gate arm shall begin ascent to the upright position not less than 1 second or more than 2 seconds prior to display of the condition to allow stopped traffic to proceed.

The gate arm shall measure no less than 8 feet in length and shall have a minimum vertical height of 4 inches when placed in the down position. Reflectorize both sides of the gate arm with a Type III Microprismatic retroreflective sheeting with vertical alternating red and white stripes at 16 inch intervals.

The gate arm shall deflect in the event an errant vehicle drives through and strikes the gate arm and then return to a functional position after the errant vehicle clears the gate arm.

E. Trailer: Fabricate and equip each trailer with a single axle, springs, support assembly and four (4) leveling or stabilizer jacks. Properly equip the trailer to comply with South Carolina Law governing motor vehicles. The minimum requirement for lights and reflectors shall include turn signals, dual tail lights, and brake lights. Equip each trailer with Safety chains meeting SAE J-697 standards and paint each trailer with Federal Standard No. 595, Orange No. 12246.

SUPPLEMENTAL SPECIFICATIONS

Each trailer mounted AFAD unit shall have the capability to withstand winds up to 80 MPH without overturning when in the operating configuration or position.

4. Type I “RED / YELLOW” Lens System:

A Type I “RED / YELLOW” Lens AFAD system shall alternately display a steadily illuminated Circular RED lens and a flashing Circular YELLOW lens to control traffic without the need for a “human flagger” in the immediate vicinity of the AFAD unit. The steadily illuminated Circular RED lens shall illuminate when approaching traffic is required to stop and the flashing Circular YELLOW lens shall illuminate when stopped or approaching traffic is permitted to proceed pass the location of the AFAD unit.

A RED / YELLOW Lens AFAD unit shall have no less than one set of Circular RED and Circular YELLOW lenses in a vertical configuration that have diameters of no less than 12 inches. Arrange the lenses to place the Circular RED above the Circular YELLOW and provide a minimum height of no less than 7 feet from the bottom of the apparatus housing the Circular YELLOW lens to the grade elevation of the travel lane under control of the AFAD unit. However, if the lenses are located over any portion of a travel lane in which traffic is operating and may pass underneath the lenses, the minimum mounting height shall be no less than 15 feet from the bottom of the apparatus housing the YELLOW lens to the grade elevation of the travel lane under control of the AFAD unit in which traffic is operating.

The gate arm shall begin its descent to the down position not less than 2 seconds or more than 4 seconds after the Circular RED lens is illuminated. The automated gate arm shall begin its ascent to the upright position not less than 1 second or more than 2 seconds prior to illumination of the flashing Circular YELLOW lens.

Install a “Stop Here On Red” sign (R10-6-36) or (R10-6a-30) on the right side of the approach at the point at which motorists are expected to stop when the Circular RED lens is illuminated.

Transition Between RED and YELLOW Conditions -

Transition to Circular RED condition - The flashing Circular YELLOW lens shall enter into a minimum 5 second steady illumination phase prior to transitioning to the steadily illuminated Circular RED condition. The gate arm shall begin its descent not less than 2 seconds or more than 4 seconds after the Circular RED lens is illuminated.

Transition to Circular YELLOW condition - The gate arm shall complete its ascent to the upright position not less than 1 second or more than 2 seconds prior to illumination of the flashing Circular YELLOW lens. The steadily illuminated Circular RED lens shall transition to the flashing Circular YELLOW lens.

The Type I “RED / YELLOW” Lens AFAD system shall include a fail-safe system with a conflict monitor or similar device to prevent display of conflicting indications between units. Also, the system shall provide indicators to notify the operators of power loss that may impede proper operation of the system.

5. Type II “STOP / SLOW” Sign System:

A Type II “STOP / SLOW” Sign AFAD system shall have a STOP / SLOW sign that alternately displays the STOP (R1-1-36) face and the SLOW (W20-8-36) face of a STOP / SLOW paddle to control traffic without the need for a “human flagger” in the immediate vicinity of the AFAD unit. The STOP sign face shall display when approaching traffic is required to stop and the SLOW sign face shall display when stopped or approaching traffic is permitted to proceed pass the location of the AFAD unit.

The STOP / SLOW sign, fabricated from a rigid material, shall have an octagonal shape with a minimum face size of 36 inches by 36 inches. Reflectinize each face of the sign with a Type VII, Type VIII or Type IX Prismatic Retroreflective sheeting included on the latest edition of the *SCDOT Qualified Products List 20*. The STOP sign face shall have a red background with white letters and border and the SLOW sign face shall have a diamond shaped orange background with black letters and border. The letters shall have a minimum height of 8 inches. The sign faces shall have a minimum mounting height of 7 feet from the bottom of the sign to the grade elevation of the travel lane under control of the AFAD unit.

SUPPLEMENTAL SPECIFICATIONS

Supplement the Type II "STOP / SLOW" Sign AFAD unit with active conspicuity devices. Include a steadily illuminated RED lens beacon to illuminate when the STOP sign face is displayed and a flashing YELLOW lens beacon to illuminate when the SLOW sign face is displayed. Each beacon shall have a 12 inch signal lens. Mount the RED lens beacon no more than 24 inches above the top of the STOP sign face and YELLOW lens beacon no more than 24 inches above the top or to the side of the SLOW sign face.

Type B warning lights are PROHIBITED as alternatives to the 12 inch signal lens beacons.

The gate arm shall begin its descent to the down position 2 seconds or more than 4 seconds after the transition to a complete display of the STOP sign face is accomplished and the illumination of the steadily illuminated RED lens beacon. The automated gate arm shall begin its ascent to the upright position not less than 1 second or more than 2 seconds prior to the initiation of the transition from the STOP sign face to the SLOW sign face.

Install a "Wait On Stop" sign (R1-7-30) and a "Go On Slow" sign (R1-8-30) either on the same support structure as the AFAD unit or immediately adjacent to the AFAD unit.

Transition Between STOP and SLOW Conditions -

Transition to STOP condition - The RED lens beacon shall enter into a "flashing mode" no less than 5 seconds prior to transitioning from the SLOW sign face to the STOP sign face. Immediately upon completion of the transition to complete display of the STOP sign face, the "flashing mode" of the RED lens beacon shall transition to a steadily illuminated condition. The gate arm shall begin its descent in not less than 2 seconds or more than 4 seconds after completion of the transition to a complete display of the STOP sign face and illumination of the steadily illuminated RED lens beacon.

Transition to SLOW condition - The STOP sign face shall begin the transition to the SLOW sign face. The gate arm shall begin its ascent to the upright position not less than 1 second prior to the initiation of the transition from the STOP sign face to the SLOW sign face. The RED lens beacon shall cease to illuminate and the flashing YELLOW lens beacon shall begin to illuminate immediately upon completion of the transition of the STOP sign face to the SLOW sign face and the ascent of the gate arm to its completed upright position.

The Type II "STOP / SLOW" Sign AFAD system shall include a fail-safe system with a conflict monitor or similar device to prevent display of conflicting indications between units. Also, the system shall provide indicators to notify the operators of power loss that may impede proper operation of the system.

3. Method of Measurement: Unless otherwise specified, Automated Flagger Assistance Device Systems (AFAD's) are not measured for separate payment but are included in the contract lump sum bid price item Traffic Control as specified in Subsections 107.12 and 601.5 of the *2007 Standard Specifications for Highway Construction*.

4. Basis of Payment: Unless otherwise specified, payment for an Automated Flagger Assistance Device System (AFAD) is included in the contract lump sum bid price item Traffic Control as specified in Subsections 107.12 and 601.5 of the *2007 Standard Specifications for Highway Construction*. The payment shall be full compensation for providing, installing, removing, and relocating as necessary, operating, and maintaining an Automated Flagger Assistance Device System (AFAD). Payment shall include furnishing all labor, hardware, equipment, tools, incidentals, and any miscellaneous items necessary for installing, operating, and maintaining the system.

September 1, 2013

WORK ZONE TRAFFIC CONTROL TRAINING REQUIREMENTS FOR CONTRACTORS / SUBCONTRACTORS

1. Description:

This specification details the work zone traffic control training requirements for employees and representatives of a contractor or subcontractor under contract to the South Carolina Department of Transportation (SCDOT) whose job duties include responsibilities relative to implementation and maintenance of the Transportation Management Plan (TMP). "Employees and representatives of a contractor or subcontractor" will henceforth be referred to as "employee" or "employees" and "contractor or subcontractor" will henceforth be referred to as "contractor".

The SCDOT requires the contractor to provide documentation to substantiate successful completion and attainment of a passing score of a prescribed training course conducted by an SCDOT approved provider by those employees whose job duties categorize them as "designated trainees" as defined hereinafter.

2. Implementation:

These requirements for work zone traffic control training for employees of those entities under contract to the SCDOT whose job duties include responsibilities relative to implementation and maintenance of a TMP shall become effective on all projects let to contract after September 1, 2013.

3. Designated Trainees:

An employee whose job duty responsibilities, as designated hereto, impact or involve any of or all of the components of a TMP must successfully complete an advanced work zone traffic control training program. These components include the primary component, the "Temporary Traffic Control" plan, and the secondary components, the "Transportation Operations" plan and the "Public Information" plan.

An employee whose job duties include any of the following responsibilities regarding the TMP shall successfully complete an advanced work zone traffic control training program conducted by an SCDOT approved work zone traffic control training provider:

- Supervision of the field installation of any or all components of the TMP
- Supervision of the maintenance of any or all components of the TMP
- Supervision of the removal of any or all components of the TMP
- Design and development of revisions to an existing TMP
- Design and development of a new or alternate TMP
- Any decision-making responsibilities regarding the TMP

Those employees whose job duties do not include responsibilities relative to the TMP as stated above are not required to attend an advanced work zone traffic control training program. However, it is recommended that all employees whose job duties place them on the job site within the highway rights-of-way within 30 feet or less of a travel lane open to traffic should attend a basic work zone traffic control training course.

Also, an employee whose job duties include "flagger" shall successfully complete a "Flagger Training" course. However, regarding an employee whose job duties include "flagger" but does not involve any of the responsibilities listed above, successful completion of a "Flagger Training" course is the only mandatory work zone traffic control training course required for this employee; other work zone traffic control training courses are elective.

4. Approved Work Zone Traffic Control Training Providers:

The SCDOT recognizes the following organizations as acceptable providers of an advanced work zone traffic control training program, a "Flagger Training" course or the optional basic work zone traffic control training course:

- American Traffic Safety Services Association (ATSSA)
- Institute for Transportation Research and Education at North Carolina State University (ITRE)
- Carolinas Association of General Contractors (AGC)
- National Safety Council South Carolina Chapter

These organizations provide work zone traffic control training in compliance with the MUTCD and reference requirements specific to SCDOT. Therefore, work zone traffic control training provided by entities other than those listed above are not considered comparable and shall be unacceptable.

Specific course material for work zone traffic control training courses designated as "Basic", "Advanced", "Supervisor" or "Flagger" and any additional training courses not specified here is determined by the work zone traffic control training course provider and has undergone review and received acceptance by SCDOT. Also, the passing score for each training course is determined by the work zone traffic control provider.

5. Training Requirements / Qualifications:

Successful completion of an advanced work zone traffic control training program is defined as achieving a passing score in all courses, including any prerequisite courses, to attain a level considered "advanced", "supervisor" or any other relative term as designated by the provider to imply the trainee has an understanding of the course material inclusive of design, implementation and maintenance of work zone traffic control scenarios. Upon successful completion of the program, the trainee should also possess an understanding for determining the need for and developing and implementing adjustments as necessary when applying typical work zone traffic control applications to non-typical work site conditions and scenarios.

The employee whose job duty responsibilities mandate successful completion of an advanced work zone traffic control training program shall do so prior to performing any job duties with responsibilities relative to design and development of a TMP or revisions of an existing TMP or any decision-making responsibilities regarding the TMP or supervision of the field installation and maintenance of any and all components of the TMP.

Also, an employee whose job duties mandate successful completion of a "Flagger" training course shall do so prior to performing any job duties relative to flagging traffic.

Each employee who has successfully completed an approved advanced work zone traffic control training program or a "Flagger" training course shall attend and complete a refresher course relative to the employee's job duties on a 5-year incremental time frame.

6. Documentation:

The contractor shall provide proof of successful completion of an acceptable advanced work zone traffic control training class by those employees whose job duty responsibilities mandate successful completion of approved work zone traffic control training to the Resident Engineer prior to the employee performing the job duties that incorporate responsibilities which necessitate approved work zone traffic control training. For proof of successful completion of an approved work zone traffic control training class, provide a copy of the certificate of training from the organization who conducted the training to the Resident Engineer. Failure to provide the required documentation as specified shall prevent SCDOT acceptance of the employee as properly trained and acceptable for conducting those job duties that necessitate the prescribed work zone traffic control training.

SUPPLEMENTAL SPECIFICATIONS

The contractor shall provide proof of successful completion of an acceptable "Flagger Training" course by all employees whose job duties require them to be the "Flagger" within a flagging operation to the Resident Engineer prior to the employee performing any "Flagger" job duties.

The contractor shall provide proof of successful completion of an acceptable advanced work zone traffic control refresher course for those employees no later than 60 days beyond the 5 year anniversary date of the employee's certificate date of completion of a previous advanced work zone traffic control training program.

Documentation of proof of completion of a basic work zone traffic control training course by employees whose job duties require their presence on the job site within the highway rights-of-way but exclude any responsibilities relative to the TMP is not required.

April 1, 2013

**Concrete Structures –
Preformed Joint Filler**

Delete Subsection 702.2.2.1 of the Standard Specifications in its entirety and replace it with the following:

702.2.2.1 Preformed Joint Filler

Use preformed joint material that meets AASHTO M 153 or AASHTO M 213 with the following exceptions:

1. Use only materials manufactured from rubber.
2. Use materials that require a load of not less than 340 kPa or greater than 5200 kPa to compress to 50% of its thickness when tested in accordance with AASHTO T 42.
3. Use materials that have a recovery of at least 70% when tested in accordance with AASHTO T 42.

Use preformed joint material that is listed on QPL 81.

Provide a manufacturer's certification that states that the material conforms to SCDOT specifications.

January 1, 2009

EROSION CONTROL MEASURES

In addition to the erosion control measures specified in the Plans, Standard Specifications, Supplemental Technical Specifications and the Special Provisions, the Contractor is advised that all land disturbing activities (clearing and grubbing, excavation, borrow and fill) are subject to the requirements set forth in the following permits and regulations:

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation may be viewed at the following Internet web address:

<http://www.scstatehouse.net/codereqs/c063.htm>

- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code may be viewed at the following Internet web address:

<http://www.scstatehouse.net/code/t48c018.htm>

- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR100000, effective September 1, 2006: The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the following Internet web address:

<http://www.scdhec.net/environment/water/docs/finalcgp.pdf>

In accordance with the NPDES General Permit, sign a Co-Permittee Agreement and Contractor Certification statement (shown in Part 3.2D of the General Permit) and require all subcontractors performing land-disturbing activities to sign a Co-Permittee Agreement and Contractor Certification statement as part of their subcontract. These certifications are incorporated into the proposal form for the Contract. By signing either 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 and/or co-permittee status is made part of all its subcontracts.

The SCDOT will complete and forward a *Notice of Intent (NOI)* to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, denying coverage, or advising that a review of the *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 all contactors and subcontractors performing land-disturbing activities present, the *CECP* will be explained and discussed so that each contractor and subcontractor 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.

SUPPLEMENTAL SPECIFICATIONS

Conduct an Erosion and Sediment Control Inspection by an appointed Certified Erosion Prevention and Sediment Control Inspector (CEPSCI) from the Contractor and the Department at least every 7-calendar days. Both parties will acknowledge participation in the inspection by signing the inspection report and include their inspector's CEPSCI number on the report. Correct deficiencies noted during these inspections within the assigned priority period. If deficiencies are not corrected within this timeframe, the RCE will stop all work (except erosion and sediment control measures) until the deficiencies are corrected.

Give special attention to critical areas within the project limits (i.e., running streams, water bodies, wetlands, etc.). In these areas, the RCE may direct the Contractor to undertake immediate corrective action, but in no case allow these deficiencies to remain unresolved more than 7 days or 48 hours in accordance with their assigned priority after being identified during the Erosion and Sediment Control Inspection.

Closely follow the grading operations with the seeding operations. Shape and prepare the slopes for seeding as the grading progresses. Unless the RCE grants prior written approval, limit the amount of surface area exposed by land disturbing activities to 750,000 square feet. Commence seeding operations within 7 days following completion of construction activities within an area.

Initiate stabilization measures within 7 days for an area where construction activities will be temporarily or permanently ceased for 21 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.

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:

- Copy of the *CECP*,
- Copies of all the co-permittee agreements and Contractor certification statements,
- Copy of the permit,
- Letter from DHEC authorizing permit coverage if provided by DHEC, and
- 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.

July 1, 2011

Erosion Control

Section 815.2.5.1 Posts

Replace Section 815.2.5.1 in its entirety with the following:

Furnish steel posts a minimum of 60 inches long and meeting the minimum physical requirements specified in Subsection 815.2.12 or Furnish Rigid PVC T-posts a minimum of 60 inches long meeting the physical requirements specified in paragraph 3 of this subsection.

When sandy soils are present on site and steel posts are utilized, provide a metal plate welded near the bottom of the steel post so that when the post is driven to the proper depth, the plate is below the ground level for added stability. In areas where conditions warrant, larger posts or reduced post spacing may be required to provide an adequate fence to handle the stress from sediment loading.

Rigid PVC T-posts shall meet the following physical requirements. Material shall consist of Rigid Polyvinyl Chloride with cell classification of 30304311 as determined in accordance with ASTM D4216. Width of the flange shall be a minimum of 2.1". Depth of the web shall be a minimum of 1.625". The thickness of the flange and the thickness of the web shall each be a minimum of 0.35" at the intersection of the flange and web. Weight per unit length shall be no less than 0.8lb/ft. Posts shall have only a single 3/8" hole in the center of the web spaced every 3" in the top 3' of the post. No holes shall be present on any part of the flange. Silt fence shall be placed directly against the flange of the post, with the flange parallel to the run of silt fence. In areas where conditions warrant, reduced post spacing may be required to provide an adequate fence to handle the stress from sediment loading.

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

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

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

This form may be reproduced or additional sheets added in order to provide all requested information. (See *Instructions to Bidders - Federal Projects*).

SWORN to before me this _____
day of _____, 20____ Company _____

(Seal) By: _____

Notary Public for _____
My commission expires: _____ Title: _____

Traffic Control-Cone Setter
 Berkeley, Charleston,
 Dorechester.....\$ 13.19
 Horry.....\$ 12.63
 Traffic Control-Flagger.....\$ 11.07

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
 Berkeley.....\$ 15.68
 Charleston.....\$ 16.09
 Dorchester.....\$ 16.06
 Horry.....\$ 15.04
 Bulldozer.....\$ 14.81
 Crane
 Berkeley, Dorchester.....\$ 20.00 4.73
 Charleston.....\$ 20.08
 Horry.....\$ 20.58
 Grader/Blade.....\$ 14.61
 Hydroseeder.....\$ 11.00
 Loader (Front End/Track)....\$ 16.80
 Mechanic
 Berkeley, Dorchester.....\$ 19.07
 Charleston.....\$ 19.21
 Horry.....\$ 19.48
 Milling Machine.....\$ 11.84
 Paver
 Berkeley, Charleston,
 Dorchester.....\$ 18.85
 Horry.....\$ 13.29
 Roller.....\$ 15.17
 Scraper.....\$ 12.71
 Screed.....\$ 13.56
 Tractor.....\$ 13.28

TRUCK DRIVER

Dump Truck.....\$ 10.67
 Lowboy Truck.....\$ 15.55

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

=====

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

* a conformance (additional classification and rate) ruling
On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an
interested party (those affected by the action) can request
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Backhoe/Excavator/Trackhoe
 Calhoun, Fairfield,
 Kershaw, Richland, Saluda..\$ 15.98
 Lexington.....\$ 16.02
 Bulldozer.....\$ 17.38
 Crane.....\$ 18.93
 Grader/Blade
 Calhoun, Fairfield,
 Kershaw, Richland, Saluda..\$ 18.44
 Lexington.....\$ 18.54
 Hydroseeder.....\$ 11.00
 Loader (Front End).....\$ 17.22
 Mechanic.....\$ 15.25
 Milling Machine.....\$ 11.84
 Paver.....\$ 13.93
 Roller
 Calhoun, Fairfield,
 Kershaw, Richland, Saluda..\$ 14.98
 Lexington.....\$ 15.10
 Scraper.....\$ 12.71
 Screed.....\$ 13.56
 Tractor.....\$ 13.28

TRUCK DRIVER

Dump Truck
 Calhoun, Fairfield,
 Kershaw, Richland, Saluda..\$ 13.29
 Lexington.....\$ 13.22
 Lowboy Truck.....\$ 14.11

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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
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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:

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

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

Dump Truck.....\$ 12.91
Lowboy Truck.....\$ 14.11

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

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Wage and Hour Division
U.S. Department of Labor
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Washington, DC 20210

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Wage and Hour Administrator
U.S. Department of Labor
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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

Superseded General Decision Number: SC20130044

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).

Modification Number 0 Publication Date 01/02/2015

SUSC2011-035 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.44	
CEMENT MASON/CONCRETE FINISHER...\$	12.64	
IRONWORKER, REINFORCING.....\$	15.02	
LABORER		
Asphalt Includes Asphalt Distributor, Shoveler, and Spreader		
Anderson, Greenville, Laurens, Pickens, Spartanburg.....\$ 11.54		
York.....\$ 11.62		
Common or General		
Anderson.....\$ 9.71		
Greenville, Pickens.....\$ 9.87		
Laurens.....\$ 8.89		
Spartanburg.....\$ 10.05		
York.....\$ 9.63		
Luteman.....\$ 10.76		
Mason tender-		
Cement/Concrete.....\$ 10.40		
Pipelayer.....\$ 13.98		
Traffic Control-Cone Setter.\$ 11.75		
Traffic Control-Flagger		
Anderson, Spartanburg, York.....\$ 10.13		
Greenville, Laurens, Pickens.....\$ 10.62		

POWER EQUIPMENT OPERATOR:
Backhoe/Excavator/Trackhoe

Greenville, Laurens,	
Pickens.....	\$ 13.82
Spartanburg, York.....	\$ 13.92
Bulldozer.....	\$ 12.95
Crane.....	\$ 19.73
Grader/Blade	
Anderson, Spartanburg,	
York.....	\$ 13.13
Greenville, Laurens,	
Pickens.....	\$ 12.62
Hydroseeder.....	\$ 11.00
Loader (Front End).....	\$ 16.80
Mechanic.....	\$ 17.75
Milling Machine.....	\$ 11.84
Paver	
Anderson, Spartanburg,	
York.....	\$ 12.93
Greenville, Laurens,	
Pickens.....	\$ 13.61
Roller	
Anderson, Spartanburg,	
York.....	\$ 12.11
Greenville.....	\$ 12.59
Laurens, Pickens.....	\$ 12.16
Scraper.....	\$ 12.71
Screed.....	\$ 13.09
Tractor.....	\$ 13.28

TRUCK DRIVER

Dump Truck	
Anderson, Spartanburg,	
York.....	\$ 12.75
Greenville.....	\$ 13.17
Laurens, Pickens.....	\$ 12.70
Lowboy Truck	
Anderson, Spartanburg,	
York.....	\$ 13.48
Greenville, Laurens,	
Pickens.....	\$ 13.36

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

=====

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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Wage and Hour Division
U.S. Department of Labor
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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:

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U.S. Department of Labor
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Washington, DC 20210

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

Administrative Review Board
U.S. Department of Labor
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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

Superseded General Decision Number: SC20130045

State: South Carolina

Construction Type: Highway

Counties: Aiken and Edgefield Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN AIKEN COUNTY

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date

SUSC2011-036 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.73	
CEMENT MASON/CONCRETE FINISHER...\$	13.16	
IRONWORKER, REINFORCING.....\$	15.02	
LABORER		
Asphalt Includes Aspalt Distributor, Shoveler, and Spreader.....\$ 11.54		
Common or General.....\$ 9.04		
Luteman.....\$ 11.61		
Mason Tender-		
Cement/Concrete.....\$ 10.40		
Pipelayer.....\$ 14.46		
Traffic Control-Cone Setter.\$ 10.87		
Traffic Control-Flagger.....\$ 11.07		
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator/Trackhoe..\$ 15.20		
Bulldozer.....\$ 17.38		
Crane.....\$ 18.93		
Grader/Blade.....\$ 17.87		
Hydroseeder.....\$ 11.00		
Loader (Front End).....\$ 16.31		
Mechanic.....\$ 15.25		
Milling Machine.....\$ 11.84		
Paver.....\$ 13.93		
Roller.....\$ 14.09		
Scraper.....\$ 12.71		
Screed.....\$ 13.56		
Tractor.....\$ 13.28		

TRUCK DRIVER

Dump Truck.....\$ 12.25
Lowboy Truck.....\$ 14.11

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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:

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Superseded General Decision Number: SC20130046

State: South Carolina

Construction Type: Highway

Counties: Abbeville, Cherokee, Chester, Chesterfield, Clarendon, Dillon, Greenwood, Lancaster, Lee, Marion, Marlboro, McCormick, Oconee and Union Counties in South Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date
 0 01/02/2015

SUSC2011-037 09/15/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.00	
CEMENT MASON/CONCRETE FINISHER		
Abbeville, Cherokee,		
Chester, Greenwood,		
Lancaster, McCormick,		
Oconee, Union.....	\$ 11.63	
Chesterfield, Clarendon,		
Dillon, Lee, Marion,		
Marlboro.....	\$ 13.02	
GUARDRAIL INSTALLER, Includes		
Guard Rail/Post Driver		
Installation		
Abbeville, Cherokee,		
Chester, Chesterfield,		
Clarendon, Dillon,		
Greenwood, Lancaster, Lee,		
Marion, Marlboro,		
McCormick, Union.....	\$ 12.52	
Oconee.....	\$ 12.65	
IRONWORKER, REINFORCING.....	\$ 15.64	
LABORER		
Asphalt, Includes Asphalt		
Distributor, Raker,		
Shoverler, and Spreader.....	\$ 10.96	
Common or General		
Abbeville, Greenwood.....	\$ 8.85	
Cherokee.....	\$ 9.40	
Chester.....	\$ 9.55	
Chesterfield.....	\$ 9.93	

Clarendon, Dillon, Lee,
 Marion, Marlboro.....\$ 10.00
 Lancaster.....\$ 9.67
 McCormick, Union.....\$ 9.39
 Oconee.....\$ 9.47
 Luteman.....\$ 10.93
 Pipelayer.....\$ 13.87
 Traffic Control- Cone
 Setter.....\$ 12.47
 Traffic Control-Flagger
 Abbeville, Cherokee,
 Chester, Chesterfield,
 Clarendon, Dillon,
 Greenwood, Lee, Marion,
 Marlboro, McCormick,
 Oconee, Union.....\$ 10.15
 Lancaster.....\$ 10.83

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 16.25
 Chesterfield, Clarendon,
 Dillon, Lee, marion,
 Marlboro.....\$ 15.08
 Bulldozer.....\$ 13.66
 Crane.....\$ 20.12
 Grader/Blade
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 16.20
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 15.85
 Loader (Front End).....\$ 15.51
 Mechanic.....\$ 18.22
 Milling Machine.....\$ 15.51
 Paver
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 14.58
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 13.39
 Roller
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 11.22

 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 11.95
 Screed.....\$ 12.45
 Tractor.....\$ 13.26

3.40

TRUCK DRIVER

Dump Truck
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee, Union.....\$ 12.83
 Clarendon, Dillon, Lee,
 Marion, Marlboro.....\$ 11.69
 Lowboy Truck
 Abbeville, Cherokee,
 Chester, Greenwood,
 Lancaster, McCormick,
 Oconee Union.....\$ 14.19
 Chesterfield, Clarendon,
 Dillon, Lee, Marion,
 Marlboro.....\$ 14.16
 Single Axle, Includes
 Pilot Car
 Abbeville, Cherokee,
 Greenwood, Lancaster,
 McCormick, Oconee, Union...\$ 10.83
 Tractor Haul truck.....\$ 16.25

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

=====

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

The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
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Union Identifiers

An identifier enclosed in dotted lines beginning with
 characters other than "SU" denotes that the union
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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator/Trackhoe	
Allendale, Bamberg,	
Barnwell, Newberry,	
Orangeburg.....	\$ 17.56
Beaufort.....	\$ 15.20
Colleton.....	\$ 17.78
Georgetown, Hampton,	
Jasper, Williamsburg.....	\$ 17.23
Bulldozer.....	\$ 20.12
Crane.....	\$ 16.62
Grader/Blade.....	\$ 16.62
Loader (Front End).....	\$ 15.51
Mechanic.....	\$ 18.22
Milling Machine.....	\$ 18.83
Paver	
Allendale, Bamberg,	
Barnwell, Newberry,	
Orangeburg, Williamsburg...	\$ 15.01
Beaufort.....	\$ 14.96
Colleton, Georgetown,	
Hampton, Jasper.....	\$ 13.67
Roller.....	\$ 12.76
Screed.....	\$ 13.01
Tractor.....	\$ 13.26

TRUCK DRIVER

Dump Truck.....	\$ 12.00
Lowboy Truck.....	\$ 14.43
Single Axle, Includes	
Pilot Car.....	\$ 12.04
Tractor Haul Truck.....	\$ 16.25

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The

first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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:

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is

labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is

expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker

rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of

Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

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

5. Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government

contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

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

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

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

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for Women Apply Nationwide

GOALS AND TIMETABLES <i>Timetable</i>	<i>Goals (percent)</i>
From Apr. 1, 1976 until March 31, 1979----- --	3.1
From Apr. 1, 1979 until March 31, 1980----- --	5.1
From Apr. 1, 1980 until March 31, 1981----- --	6.9

Goals for Minority Participation

South Carolina	
SMSA Counties:.....	16.0
Greenville, Pickens, Spartanburg	
Non-SMSA Counties:.....	17.8
Abbeville, Anderson, Cherokee, Greenwood, Laurens, Oconee, Union	
SMSA Counties:.....	23.4
Lexington, Richland	
Non-SMSA Counties:.....	32.0
Calhoun, Clarendon, Fairfield, Kershaw, Lee, Newberry, Orangeburg, Saluda, Sumter	
Non-SMSA Counties:.....	33.0
Chesterfield, Darlington, Dillon, Florence, Georgetown, Horry, Marion, Marlboro, Williamsburg	
SMSA Counties:.....	30.0
Berkeley, Charleston, Dorchester	
Non-SMSA Counties:.....	30.7
Colleton	
Non-SMSA Counties:.....	29.8
Beaufort, Hampton, Jasper	
Non-SMSA Counties:.....	15.7
Chester Lancaster York	
Non-SMSA Counties:.....	32.8
Barnwell, Edgefield, McCormick, Allendale, Bamberg	
SMSA Counties:.....	27.2
Aiken	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical areas where the work is actually performed. With regard to this second area, the Contractor is also subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 Shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications

set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees of trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

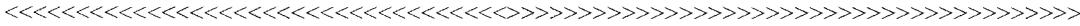
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.
4. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any). The "covered area is the SMSA County or Counties or Non-SMSA County or Counties in which the contract work is performed.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employers Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin regardless of race);
 - (iii) Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in which it has employees in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notices form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority of female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may taken.
 - d. Provide immediate written notification to the Director when union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet his obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initialization of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall sent written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that all seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from the Government contracts pursuant to the executive Order 11246.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the Equal Opportunity Clause, including suspensions, termination and cancellation of the existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office if the Federal Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of the specifications and Executive Order 11246, as amended.
 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4-8.
 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any employee identification number when assigned, social security number, race, sex status(e.g., Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that the existing records satisfy this requirement, contractors shall not be required to maintain separate records.
 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents(e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

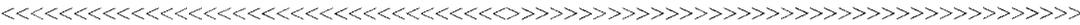


ESTABLISHMENT OF A DRUG FREE WORK PLACE

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

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

END OF THIS SECTION



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

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

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

Executed on _____, 20__.

Signed: _____

(Officer/Proposer)

(Title)

(Company)

(Address)

SEAL