



South Carolina  
Department of Transportation

# Request for Proposals



Bridge Package 19  
Design-Build Project  
Contract ID 5362310  
Greenville and Pickens  
Counties

January 23, 2025

# Bridge Package 19

## Greenville and Pickens Counties, South Carolina

### A Design-Build Project

### Contract ID 5362310

## REQUEST FOR PROPOSALS (RFP) INDEX

### Request for Proposals Instructions

#### Attachment A: Agreement

- Exhibit 1. Cost Proposal Bid Form
- Exhibit 2. Schedule of Values
- Exhibit 3. Scope of Work
- Exhibit 4. Project Design Criteria
  - 4a. Roadway Design Criteria
  - 4b. Structures Design Criteria
  - 4c. Pavement Design Criteria
    - Part 1 – Signing and Pavement Markings
    - Part 2 – Work Zone Traffic Control
  - 4e. Hydraulic Design Criteria
  - 4f. Geotechnical Design Criteria
  - 4z. Project Design Deliverables
- Exhibit 5. Special Provisions and Contract Requirements
- Exhibit 6. Environmental

#### Attachment B: Supplemental Project Design Criteria

**REQUEST FOR PROPOSALS  
INSTRUCTIONS**

# TABLE OF CONTENTS

- 1. PURPOSE OF REQUEST FOR PROPOSALS .....1**
- 2. PROJECT OVERVIEW.....1**
  - 2.1 PROJECT DESCRIPTION ..... 1
  - 2.2 PROJECT GOALS ..... 1
  - 2.3 PROJECT INFORMATION ..... 2
  - 2.4 SCDOT POINT OF CONTACT..... 2
  - 2.5 RFP COMMITMENT ..... 3
  - 2.6 NEPA DOCUMENT/PERMIT ..... 3
  - 2.7 SCHEDULE ..... 3
- 3. GENERAL INSTRUCTIONS.....3**
  - 3.1 DESIGN-BUILD SELECTION METHOD ..... 3
  - 3.2 RFP FOR INDUSTRY REVIEW ..... 4
  - 3.3 NON-CONFIDENTIAL QUESTIONS, CLARIFICATIONS, AND OPEN-FORUM MEETING ..... 4
  - 3.4 CONFIDENTIAL RISK REGISTER AND CONCEPTUAL ATC MEETINGS ..... 5
  - 3.5 FINAL RFP..... 6
  - 3.6 ADDITIONAL NON-CONFIDENTIAL QUESTIONS, CLARIFICATIONS AND OPEN-FORUM MEETINGS..... 6
  - 3.7 CONFIDENTIAL QUESTIONS..... 7
  - 3.8 FORMAL ALTERNATIVE TECHNICAL CONCEPTS ..... 8
  - 3.9 CONFIDENTIALITY ..... 12
  - 3.10 STIPENDS ..... 13
  - 3.11 CHANGES IN PROPOSER’S ORGANIZATION; KEY INDIVIDUALS ..... 13
  - 3.12 ORGANIZATIONAL CONFLICTS OF INTEREST; PROHIBITED COMMUNICATIONS; RESTRICTED PERSONS ..... 14
- 4. PROPOSAL DEVELOPMENT AND SUBMITTAL.....14**
  - 4.1 TECHNICAL PROPOSAL..... 15
  - 4.2 COST PROPOSAL..... 19
  - 4.3 PROPOSAL SUBMITTAL ..... 20
  - 4.4 CONFIDENTIALITY OF PROPOSALS ..... 21
  - 4.5 NON-COLLUSION AND EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION ..... 21
- 5. EVALUATION OF PROPOSALS.....22**
  - 5.1 EVALUATION COMMITTEE ..... 22
  - 5.2 PROPOSAL REVIEW ..... 22
  - 5.3 TECHNICAL PROPOSAL EVALUATION ..... 22
  - 5.4 PRESENTATIONS ..... 23
  - 5.5 CLARIFICATIONS ..... 24
  - 5.6 COMMUNICATIONS..... 25
  - 5.7 TECHNICAL AND COST PROPOSAL ANALYSIS ..... 25
  - 5.8 WEIGHTED CRITERIA DETERMINATION ..... 26
  - 5.9 DISCUSSIONS ..... 27
  - 5.10 BEST AND FINAL OFFER..... 28
  - 5.11 PROTEST ..... 28

**6. SELECTION OF CONTRACTOR .....30**

**7. GENERAL INFORMATION.....30**

    7.1 RESERVED RIGHTS ..... 30

    7.2 OTHER GENERAL TERMS:..... 32

**8. MILESTONE SCHEDULE .....34**

**9. COST PROPOSAL BID FORM.....35**

**10. NON-COLLUSION CERTIFICATION.....36**

**11. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION .....37**

**12. STIPEND ACKNOWLEDGEMENT FORM .....38**

**13. STIPEND AGREEMENT .....39**

## **1. PURPOSE OF REQUEST FOR PROPOSALS**

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

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

## **2. PROJECT OVERVIEW**

### **2.1 Project Description**

SCDOT proposes to fully replace eight bridges in Greenville and Pickens Counties. The bridges include: Six sites in Greenville County (S-40 over the Saluda Overflow, S-41 over the Middle Saluda River, S-40 over the South Saluda River, S-102 over Armstrong Creek, S-310 over Langston Tributary, and S-94 over Suber Branch) and two sites in Pickens County (S-26 over the Tributary to the Saluda River and S-32 over Crow Creek). The Project will include replacing the existing bridges including the associated roadway and drainage work necessary to tie the new approaches to the existing roadways. The Project will also include the demolition, removal, and disposal of the existing bridge structures.

SCDOT intends to enter into a contract for services as detailed in the Contract and Contract’s Exhibits. The Proposer shall be responsible for meeting all Project requirements, specifications, and other applicable criteria as set forth in “Attachments A and B”. Attachment B - Supplemental Project Design Criteria is located on the SCDOT Design-Build website at <https://www.scdot.org/business/BridgePackage19.aspx>.

### **2.2 Project Goals**

It is the intent of SCDOT to achieve the following goals and objectives for this project.

- Minimization to right-of-way, driveways, businesses
- Minimization to utility impacts
- Minimization to environmental impacts

- Cost certainty
- No change orders
- Schedule certainty

### **2.3 Project Information**

Project Information, containing electronic files applicable to the Project, is posted on the SCDOT Design-Build website. The Project Information Package will include information describing the work performed or obtained by SCDOT prior to entering into the Contract. The Project Information Package may contain additional information not provided at the RFQ stage. The Project Information Package, which is posted on the SCDOT Design-Build website, is for information only and is not part of the Contract. SCDOT makes no representations or warranties regarding the reliability or accuracy of the information contained therein and Proposers assume the risk in using this information. Any available existing roadway plans can be obtained from the SCDOT Design-Build website at <https://www.scdot.org/business/design-build.aspx>. Any available existing bridge plans will be provided to the short-listed Proposers via upload to a secured ProjectWise folder.

Proposers are encouraged to review all available information in the Project Information Package, visit the Project site, and make any additional subsurface explorations or soil tests that the Proposer may desire for purposes of preparing the Proposal. Any information contained in Project Information Package is for information only, is not part of the contract and SCDOT makes no representation or warranties regarding such information. The Proposer shall obtain any permits or permissions required prior to any additional subsurface exploration. The Proposer shall obtain permission from any landowner prior to entering private property. The Proposer shall obtain encroachment permits for any investigations within the right of way.

### **2.4 SCDOT Point of Contact**

Ms. Renee Frazier is the Primary point of contact (POC) and addressee for receiving all communications about the Project with copies to Mr. Brian Gambrell, Alternate #1 POC, and Mr. Michael Pitts, Alternate #2 POC. The Alternate POCs have been identified in the event of the unavailability of the Primary POC but are not intended to be substitutes for the Primary POC. No contact is allowed with any SCDOT personnel concerning this Project except for questions of an administrative nature or as expressly permitted under this RFP, in either case that shall be submitted in writing to the attention of the Primary SCDOT POC (email is acceptable) with a copy to the Alternate POCs. This restriction is in effect until the earliest of Contract award, termination of this procurement, or such other time as identified by SCDOT to the short-listed Proposers in writing. Any Proposer engaging in prohibited communications may be disqualified at the sole discretion of SCDOT. Written inquiries from the Proposer's POC (as identified in the Proposer's SOQ) shall be sent to:

Mail Delivery:

Ms. Renee Frazier

(Mr. Brian Gambrell, Mr. Michael Pitts)  
Office of Project Delivery  
(Office of Chief Counsel, Office of Alternative Delivery)  
South Carolina Department of Transportation  
955 Park Street, Room Room 101 (Room 302, 421)  
Columbia, South Carolina 29202-0191  
E-mail: FrazierRC@scdot.org  
(GambrellBC@scdot.org; PittsME@scdot.org)

## 2.5 RFP Committal

The submittal of a Proposal in response to this RFP shall constitute the Proposer's agreement to enter into the Contract with SCDOT for the completion of the Project under the terms set forth in the Contract, Contract Exhibits, attached hereto as "Attachment A" and Supplemental Project Design Criteria, located on the SCDOT Design-Build website as Attachment B.

## 2.6 NEPA Document/Permit

{DESCRIBE THE STATUS OF THE NEPA DOCUMENT AND THE PERMIT}

Due to the project being state funded, there are no NEPA documents prepared for these sites. All environmental documentation and studies conducted are provided in the Public Information Package. For sites requiring US Army Corps (USACE) permits, the USACE will act as the lead federal agency and require NEPA documentation through the permitting process. The Proposer shall be responsible for complying with the required regulatory requirements and all environmental commitments.

The preparation of all necessary permit applications will be the responsibility of the Proposer.

## 2.7 Schedule

Contract time requirements are included in Agreement Article IV.

# 3. GENERAL INSTRUCTIONS

## 3.1 Design-Build Selection Method

For this Project, SCDOT chose the two-phased selection method. Phase 1, which identified a short-list of qualified Proposers, is complete.

In Phase 2, SCDOT invites each of the short-listed Proposers to submit their Proposals for completion of the Project. After evaluation of the Proposals, SCDOT plans to award and execute the Contract with a single Contractor. A general overview of Phase 2 includes, but is not limited to, the following steps:

1. SCDOT releases RFP for Industry Review



2. SCDOT accepts Non-confidential Questions and conducts Open-Forum Meeting with Proposers to clarify/revise RFP
3. SCDOT releases Final RFP
4. SCDOT holds optional Confidential/Conceptual ATC Meetings with Proposers
5. SCDOT accepts Non-confidential Questions to clarify/revise the Final RFP.
6. Proposers submit Formal ATCs (FATC) for initial review and Confidential Questions
7. SCDOT responds to FATCs after initial review
8. SCDOT holds One-on-One FATC Meeting
9. Proposers submit FATCs in its final form and any additional Confidential Questions
10. SCDOT approves/disapproves Formal ATCs and answers any additional Confidential Questions
11. SCDOT accepts Confidential/Non-Confidential Questions
12. Proposers submit Proposals
13. SCDOT evaluates Proposals
14. SCDOT conducts Bid Opening, recommends, and selects a Contractor

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

### **3.2 RFP for Industry Review**

The intent of distributing the RFP for Industry Review to the short-listed Proposers is to identify and resolve conflicts, errors, mistakes, and/or ambiguities in the RFP, as well as review risk and commercial terms to ensure maximum competition, competitive pricing, and ultimately Project completion.

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

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

which can be downloaded from the SCDOT Design-Build website under the SCDOT Design-Build Standard Forms Section. Responses posed during the Open-Forum Meeting will not be attributed to the submitting Proposer.

All Question Submittal Forms shall be named in accordance with the Design-Build File Naming Conventions from the SCDOT Design-Build website under the Design-Build Resources Section.

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

SCDOT reserves the right to accept or reject non-confidential questions received after the milestone deadline. SCDOT will review all questions and/or requests for clarification and, in its sole discretion, may incorporate the responses in the Final RFP. Prior to the Open-Forum Meeting, SCDOT will post on the SCDOT Design-Build website written responses to the questions and request for clarifications received, without attribution to the submitting Proposer. Any new questions or requests for clarification asked during the Open-Forum Meeting shall be submitted to SCDOT in writing within 24 hours of the meeting. SCDOT's written responses to Proposers' questions and request for clarifications are for general information only, are non-binding, do not constitute legal or other advice, are subject to change with succeeding questions, answers, or addendums, do not amend or form part of the Final RFP, and SCDOT is under no obligation to address responses in revisions to the Final RFP documents.

### **3.4 Confidential Risk Register and Conceptual ATC Meetings**

Following the Non-Confidential RFP for Industry Review Open-Forum meeting, SCDOT will offer a Confidential Risk Register and Conceptual ATC Meeting at the request of the Proposers. SCDOT will reserve 1 hour of meeting time on the date specified in the Milestone Schedule for these optional meetings with Proposers. SCDOT will provide the Proposers meeting time in advance by email to the Proposer's POC. The purpose of this meeting is to provide an opportunity to confidentially discuss items that the proposer and SCDOT consider high risk and discuss potential mitigation and/or risk sharing strategies in advance of the release of the Final RFP. In addition, Proposers may share conceptual ATC ideas with SCDOT prior to investment of time and resources preparing Preliminary ATCs (See Section 3.7 for discussion on ATCs). SCDOT may answer questions at the meeting orally. Oral responses are for information only and are not binding. Nothing discussed at this meeting shall change the requirements in the RFP; however, risks that are identified and determined by SCDOT to be non-confidential, may result in revisions to the RFP requirements. Proposers may bring additional information to the confidential meeting to support their preliminary ATC or explain a potential risk item; however, no materials can be left with the SCDOT.

Proposers shall be limited to 10 pages within one PDF file and the total number of Conceptual ATCs shall not exceed 10. The proposer shall rank their Conceptual ATCs in order of importance or priority within the PDF file. The Proposer shall submit the Conceptual ATC PDF file for review in accordance with the Milestone Schedule.

Proposers are allowed to present additional concepts and confidential questions for discussion at the confidential meeting, if time permits.

### **3.5 Final RFP**

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

### **3.6 Additional Non-confidential Questions, Clarifications and Open-Forum Meetings**

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

SCDOT will respond in writing to the non-confidential questions and requests for clarifications received. The written responses will be posted to the SCDOT Design-Build website within 10 business days of the deadline for submittal of non-confidential questions in the Milestone Schedule. If responses are provided, SCDOT may hold an Open-Forum Meeting where all Proposers will be invited to attend. This meeting may be conducted via conference call or other electronic means. A Proposers' failure to attend this meeting will not relieve the Proposer of the responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to SCDOT. SCDOT's written responses to Proposers' questions and requests for clarifications are for general information only, are non-binding, do not constitute legal or other advice, are subject to change with succeeding questions, answers, or addendums, do not amend or form part of the Final RFP, and SCDOT is under no obligation to address responses in revisions to the Final RFP documents.

Non-confidential questions will be accepted via electronic upload to ProjectWise on the dates provided in the Milestone Schedule. Written questions submitted outside of these dates may not be accepted. If deemed necessary by SCDOT, Open-Forum Meetings will be held within 10 business days of the non-confidential questions Milestone Schedule deadline. Any new questions or requests for clarification asked during the Open-Forum Meeting shall be submitted to SCDOT in writing within 24 hours of the meeting. Proposers must use the Question Submittal Form that is provided on the SCDOT Design-Build website under the SCDOT Design-Build Standard Forms Section.

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

### 3.7 Confidential Questions

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

SCDOT will determine, in its sole discretion, if confidential questions submitted are considered confidential. If submitted confidential questions are determined to be of non-confidential nature or identify an error or omission in the RFP, SCDOT, if it deems appropriate, in its sole discretion, may incorporate them in the RFP through an Addendum. If submitted confidential questions are determined to be of non-confidential nature or if non-confidential questions are asked during any confidential meeting, SCDOT will not respond and the Proposer may resubmit in accordance with Section 3.5.

SCDOT will provide written responses to the submitted confidential questions prior to the Confidential Preliminary ATC Meeting and/or any Confidential One-on-One Formal ATC Meetings. SCDOT's written responses to Proposers' questions are for general information only, are non-binding, do not constitute legal or other advice, are subject to change with succeeding questions, answers, or addendums, do not amend or form part of the Final RFP, and SCDOT is under no obligation to address responses in revisions to the Final RFP documents. Written responses to confidential questions raised during the meeting may be provided if deemed necessary; however, such questions and responses will be identified and narrowly tailored. No oral discussions during the Confidential Preliminary ATC Meeting and/or any Confidential One-on-One Formal ATC Meetings shall be binding on SCDOT.

Confidential questions received on the dates prior to the Confidential Preliminary ATC Meetings with Proposers may be discussed at that meeting. For confidential questions received on the allowable date(s) after the Confidential Preliminary ATC Meeting, written responses will be provided prior to a Confidential One-on-One Questions Meeting/conference call which may be held within 10 business days following receipt of the confidential questions or as determined necessary by the SCDOT POC. Proposers must use the Question Submittal Form that is provided on the SCDOT Design-Build website under the SCDOT Design-Build Standard Forms page.

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

The intent of SCDOT is to maintain confidentiality of the one-on-one meetings. However, SCDOT reserves the right to disclose to all Proposers any issues raised during the one-on-on meetings, except to the extent that SCDOT determines, in its sole discretion, such disclosure would reveal confidential or proprietary information.

## 3.8 Formal Alternative Technical Concepts

### 3.8.1 Submittal of Formal ATCs

Each Formal ATC submittal shall include the following.

- **Sequential number:** Each ATC shall be numbered sequentially identifying the submitting Proposer. No multi-option submissions are allowed. (i.e., each option is itself an ATC)
- **Description:** A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information (including, if appropriate, specifications, construction tolerances, special provisions, proposed bridge types, product details, and a traffic operational analysis). Drawings shall clearly indicate what is specifically proposed for this project. Samples/Examples from other projects may be used but specific commitments shall be identified for this project (i.e. member sizes, material requirements, etc. Specification and special provisions shall be supplied if the ATC covers materials, products, etc. not commonly used by SCDOT and not covered in the RFP package or references. Traffic analysis shall provide adequate information to clearly demonstrate the impacts of the Proposal on the Project and shall contain summaries where appropriate to aid in review.
- **Usage:** Locations where and an explanation of how the ATC would be used on the Project.
- **Deviations:** Clearly identify the sections and page numbers in the RFP which is deviated and requires submission of an ATC. Include an explanation of the nature of the proposed deviation and a request for approval of such deviations or a determination that the ATC is consistent with the requirements of the RFP. If consistent with the RFP, please provide the sections and page numbers in the RFP which address the concept.
- **Justification:** Justify use of the ATC and why the deviations from the requirements of the RFP should be allowed.
- **Schedule:** Proposed changes to the Project schedule if applicable. If early delivery is proposed, Proposer shall clearly define any proposed liquidated damages or effect to the Contract if the early date is not met.
- **Impacts:** Identify potential impacts on vehicular traffic, safety, community, utilities, right of way, and the environment.
- **History:** A detailed description of other projects where the ATC has been used under comparable circumstances, the success of such usage, and names and telephone numbers of project owners that can confirm such statements.
- **Risks:** A description of added risks to SCDOT and other persons/entity associated with implementing the ATC.
- **Costs:** An estimate of the impact of the ATC on the Proposal Price and the ATC implementation costs to SCDOT, FHWA, Contractor, or other person during construction, maintenance and operations.
- **Quality:** A description of how the ATC is equal or better in quality and performance than the requirements of the RFP.

- **Operations & Maintenance:** Any changes in operation or maintenance requirements associated with the ATC.

The technical response to each item outlined above shall be provided in the Formal ATC Submittal Form, which can be downloaded from the SCDOT Design-Build website under the SCDOT Design-Build Standard Forms section. Text submissions shall be limited to the form and shall not be provided as attachments. Only drawing details, plan sheets, charts, tables, graphs, specifications, special provisions, manufacturer data sheets, and supporting reports/analyses can be provided as an attachment to the Formal ATC Submittal Form.

A maximum number of 10 formal ATCs may be submitted to SCDOT by the Proposer for consideration. In the event a proposer's ATCs are determined "Not Approved", additional replacement ATCs up to a maximum of 2 may be submitted in accordance with the milestone schedule.

All Formal ATCs shall be submitted electronically by uploading to the 01 ATC folder in ProjectWise. Each Formal ATC Submittal Form and supporting information shall be combined in one PDF file per ATC that will be uploaded to ProjectWise. When uploading to ProjectWise, the Proposer shall enter appropriate attributes for each document in the ProjectWise Client upload wizard. The Proposer shall not modify or populate the following fields within the wizard: Substage, Authorization Year, Implemented in Technical Proposal, Implemented in Project, or Successful Proposer. The web version of ProjectWise does not support ATC attribute uploads. The document will not upload without entering the required attribute information.

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

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

### 3.8.2 Review of Formal ATCs

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

- a. **Initial Review:** Upon completion of the initial review, SCDOT will make a final determination in accordance with Section 3.8.3, request more information, or provide a conditional response.
- b. **More Information Needed:** SCDOT may submit written questions to the Proposer as outlined in the Milestone Schedule, and/or request a one-on-one meeting in order to better understand the details of the Formal ATC. In

addition, for questions related to minor clarifications, SCDOT may submit written questions to the Proposer anytime during the initial review or any subsequent review. Proposers will then have the opportunity to resubmit according to the Milestone Schedule.

- c. **One-on-One Meetings:** Confidential One-on-One Formal ATC meeting(s) may be scheduled to fully understand the details of any Formal ATCs. These meetings will be restricted to those persons involved in the review of the Formal ATC and limited to discussions of the Proposer's Formal ATC approach and any outstanding confidential questions. The purpose of this meeting is to discuss proposed changes, answer questions, and other relevant issues. Oral responses are for information only and are not binding. Nothing stated at any Formal ATC meeting(s) will modify the RFP or Contract Documents. SCDOT reserves the right to disclose to all Proposers any issues raised during the ATC meeting(s) in an addendum. However, SCDOT will not disclose any information pertaining to an individual Proposer's ATCs or other technical concepts to other Proposers.
- d. **Conditional Response by SCDOT:** If the SCDOT states a Formal ATC is not approved in its present form, it may be reconsidered for approval upon satisfaction, in SCDOT's sole discretion, of certain identified conditions that must be met or certain clarifications or modifications that must be made by Proposer. The Proposer shall not have the right to incorporate this Formal ATC into the Proposal unless and until the Formal ATC has been resubmitted in accordance with the Milestone Schedule, with the conditions, clarification and modifications satisfied, and SCDOT has made a final determination.
- e. **No Response from SCDOT:** If the Proposer does not receive correspondence from SCDOT in accordance with the Milestone Schedule, the Formal ATC is deemed rejected by SCDOT, unless written notification to extend this period is given by SCDOT.

### 3.8.3 Final Determination of SCDOT

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

- a. The ATC is approved.
- b. The ATC is not approved.
- c. The submittal does not qualify as an ATC but appears eligible to be included in the Proposal without an ATC (i.e., the concept appears to conform to the RFP and to be consistent with other contract requirements).

- d. The ATC is deemed to take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, the ATC will not be considered, and the RFP will be revised to correct the error or omission.
- e. More than one Formal ATC has been received on the same topic and SCDOT has elected to exercise its right to issue an addendum to the RFP to include that topic.

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

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

#### 3.8.4 Incorporation into Proposal

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

#### 3.8.5 Value Engineering

Any ATC approved for incorporation, but that is not incorporated into the Proposal will not be considered a pre-approved value engineering change.

#### 3.8.6 Abandonment of ATC by Proposer

If the approved ATC is abandoned by the Proposer, is unable to obtain required approvals, is otherwise proved to be infeasible, or fails to be constructed for any reason, the successful Proposer is obligated and required to complete the Project



utilizing the original RFP requirements at the awarded cost, and shall be responsible for any redesign costs.

Furthermore, if implementation of an ATC will require approval by a third party (including any governmental entity or other permitting authority), and if any such required third-party approval is not subsequently granted, then the Proposer must comply with the requirements of the RFP.

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

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

### 3.8.8 Uniform Proposer Obligations Relating to ATCs

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

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

## 3.9 Confidentiality

Subject to the provisions of these instructions and public disclosure laws applicable to the SCDOT, all Preliminary ATCs and Formal ATC submittals, and related

communications will remain confidential until the earlier of execution of the Contract or cancellation of this procurement, provided, however, that, prior to execution of the Contract, Preliminary ATCs and Formal ATC submittals of unsuccessful Proposers that have agreed to and executed a stipend agreement will be subject to disclosure to the selected Proposer in accordance with this Section.

### **3.10 Stipends**

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

1. It is the intent of SCDOT to award a stipend of \$75,000.00 to each responsible Proposer that submits a responsive Technical Proposal and Cost Proposal subject to the terms of the Stipend Agreement set forth in Section 13 of the RFP Instructions. Shortlisting of Proposers is evidence of Proposer's responsibility.
2. If Proposer elects to receive a stipend, the Stipend Acknowledgement form and Stipend Agreement shall be signed by Proposer and submitted as part of the unsealed Technical Proposal. The Stipend Agreement will not count against the specified page limit.

If Proposer accepts a stipend, all information obtained by SCDOT under this RFP from or on behalf of such Proposer will become the property of SCDOT without restriction or limitation on its use, including Alternative Technical Concepts (ATCs). If Proposer accepts a stipend, SCDOT shall have unrestricted authority to publish, disclose, distribute, or otherwise use in whole or in part any reports, data, or other materials prepared under this RFP. SCDOT shall retain ownership of all plans, specifications, and related documents. If a Proposer elects not to accept the stipend, SCDOT has no responsibility or obligation to return the materials to the Proposer.

### **3.11 Changes in Proposer's Organization; Key Individuals**

In order for a Proposer to remain qualified to submit a Proposal, unless otherwise approved in writing by SCDOT, the Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement (i.e., until execution of the Contract). If a Proposer wishes to make changes in the Key Individuals identified in its SOQ including, without limitation, additions, deletions, reorganizations, changes in equity ownership interests and/or role changes in or of any of the foregoing, the Proposer shall submit to SCDOT a written request for its approval of the change as soon as possible but in no event later than 10 days prior to submission of the Technical Proposal as set forth in the Milestone Schedule. Any such request shall be addressed to SCDOT POC, accompanied by the information specified for such individual persons in the RFQ.

If a request is made to allow deletion of any member of its team (person or entity) identified in its RFP, the Proposer shall submit such information as may be required by SCDOT to demonstrate that the changed team or key individual meets the RFQ and RFP criteria including being equal or better. The Proposer shall submit its request by uploading the completed submittal online through ProjectWise in .pdf format through the

accounts created in connection with submission of the SOQ. SCDOT is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion.

Except as provided herein and in the Contract, a Proposer may not make any changes to its team (including additions, deletions, reorganizations, changes in equity ownership interests and/or role changes) after the deadline noted above. Between such deadline and execution of the Contract, SCDOT, in its sole discretion, will consider requests by Proposers to make changes in the Proposers' organization based only on unusual circumstances beyond the Proposer's control.

In no event shall the Technical and Cost Proposal Due Dates be extended or shall SCDOT incur any liability for any disapproval of a change in Proposer's organization (including specifically any change with respect to Key Individuals).

The Key Individual positions with respect to which approval must be obtained, including the responsibilities, requirements and restrictions (including those relating to individuals filling of multiple Key Individual roles) of those individuals, are the Key Individual positions listed in the RFQ.

### **3.12 Organizational Conflicts of Interest; Prohibited Communications; Restricted Persons**

The Proposer, and all members of Proposer's team (including all Key Individuals) are bound by the organizational conflict of interest, prohibited communications, restricted persons/entities, and related provisions under the RFQ. For any conflicts of interest identified since the submittal of the Proposer's SOQ, Proposers shall submit the required Disclosure of Potential Conflict of Interest Certification (found at <https://www.scdot.org/business/design-build.aspx>). For avoidance of doubt, any change in Proposer's organization requires submission of such certification and a determination by SCDOT.

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

Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal. Required forms, confidentiality list, conceptual plans, and approved Formal ATCs used in preparing the Proposer's Cost Proposal shall also be incorporated in the Technical Proposal as Appendices. If a Proposer does not, at a minimum, submit a Technical Proposal Narrative and Technical Proposal Conceptual Plans, the submittal will be considered non-responsive and will not be reviewed/evaluated. Any concepts that conflict with the RFP discovered during the evaluations or after award of the Project, and which are not approved as an ATC, shall not control over the RFP and shall be resolved at no expense to SCDOT (i.e. time or cost). The determination of whether a concept conflicts with the RFP and the resolution of that conflict shall be at the sole discretion of the SCDOT.

## 4.1 Technical Proposal

The Technical Proposal Narrative shall contain no more than 10 pages, excluding the required appendices. Charts, tables, and schedules used to explain or expand on the Technical Proposal are to be included within the page limit and shall not be inserted into the appendices. No additional information shall be accepted, including, but not limited to, links to external websites, video clips, or simulations/visualizations embedded within the Narrative.

The Technical Proposal Narrative shall be in English on single sided 8.5"x11" letter sized paper, with minimum twelve-point Times New Roman font and double line spacing for text. Charts, tables, schedules, exhibits, or other illustrative information may be single spaced and shall be no smaller than 10 point font. Any Conceptual Plans shall be provided in black and white on single sided 36"x22" paper unless otherwise noted herein.

The Technical Proposal Appendices shall only include:

### Appendix A – Conceptual Plans

- A.1 – Roadway Plans
- A.2 – Bridge Plans
- A.3 – CPM Schedule

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

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

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

Describe the Project Delivery & Approach by discussing/providing the following.

- a. Describe the Project Delivery & Approach to include assurances and ability to complete the Project within the required timeframe.
- b. Describe your approach to design and how it minimized the need for new right-of-way on the project.
- c. Describe the proposed design submittal process and include a chart showing anticipated deliverables in sequence that will allow SCDOT to conduct efficient and complete reviews. Include discussion of how the design review process is related to any proposed project phasing. Dates do not need to be included in chart showing anticipated deliverables.

3. Describe the Proposer's Innovation and Added Value to the Project that clearly provides additional benefit to SCDOT or the public. In order to receive Quality Credit Points, the Proposer may respond to the items below within the Quality Credit Matrix. The quality credit points assigned will be based on commitments beyond the minimum requirements of the RFP which are summarized in the Quality Credit Matrix. The required Quality Credit Matrix may be downloaded from the SCDOT Design-Build Website under the SCDOT Design-Build Standard Forms Section at <https://www.scdot.org/business/design-build.aspx>. An innovative feature of a Proposal means proposing practices that are not standard or customary to the industry, nonetheless safely, efficiently, and effectively accomplish the same goal. Innovation may include the Proposer's means and methods, roadway alignments, approach to Project, etc. If the Proposer wishes SCDOT to consider items, including Formal ATCs previously authorized for inclusion in the Proposal, to be innovative or to provide additional quality, these items shall be included in the Quality Credit Matrix. However, SCDOT reserves the right to assign points for all items deemed innovative and favorable to SCDOT or the public that have not been identified in this section. In addition, the Proposer should consider, but not be limited to, the following items, which SCDOT considers high risk to the Project.
  - a. Ability to meet project schedule goals including milestone schedule dates
  - b. Avoid or minimize impacts to utilities. Credit will not be awarded in this section for paying prior rights, only for avoidance of impacts.
  - c. Avoid or minimize impacts to right of way. Credit will not be awarded in this section for paying premiums, only for avoidance of impacts.
  - d. Minimizing impacts to traffic

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

4. Appendix A.1: Provide Conceptual Roadway Plans. The intent of scoring Proposer's conceptual roadway plans is for SCDOT to understand that the proposer clearly demonstrates its understanding of requirements of the RFP and the Team's approach to meet those requirements. The quality of the plans will be reviewed and scored for compliance with RFP requirements, including Formal ATC's authorized for inclusion in the proposal, if any, rather than plan development/preparation conformance. The following shall be provided.
  - a. Typical sections for all roadways shall include as a minimum (11"x17" plan sheets):
    - Design speed
    - Functional classification
    - Lane configuration and widths
    - Shoulder and median widths
    - Cross slopes
    - Point of grade
    - Notes and details as necessary

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

Plan view shall include as a minimum:

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

Profile view shall indicate:

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

- c. Cross sections only where necessary to indicate a significant difference from the conceptual plans in the Project Information Package. These should be limited to only those showing a significant change and may be segmented for only the areas where changes occur (11"x17" plan sheets).
- d. Special emphasis details (where needed to clearly demonstrate understanding and approach - isolated locations such as ramp ties, wall types, etc.) (11"x17" plan sheets).

5. Appendix A.2: Provide Conceptual Bridge Plans which shall consist of the following:

- e. Plan and profile of bridge, including but not limited to: horizontal and vertical clearances, hydrology data, intent for bridge deck and bridge end drainage, anticipated foundation type, approximate toe of slope with abutment grading and riprap, expansion joint locations and types of joint materials, and bearing conditions at each bent.
- f. Superstructure cross sections and substructure elevations showing pertinent structural elements and dimensions.

- g. Construction staging plan for bridge work including dimensions of temporary roadway widths both on the bridges and, where applicable, on the roadway beneath the bridges (not required when traffic is detoured at the bridge site).
  - h. Bridge construction access plan showing areas used to access the bridge work and showing proposed equipment and material handling locations and staging (not required when traffic is detoured at the bridge site).
  - i. Retaining wall envelopes at the bridge ends showing top of wall, ground lines, and bottom of wall (required only if retaining walls are proposed).
6. Appendix A.3: CPM Schedule (scored in Project Delivery and Approach), include the following items at a minimum:
- a. Design phases/breakdown
  - b. Start and finish milestones for all segments, sections, or phases
  - c. Details of traffic control plans
  - d. Traffic shifts
  - e. Utility windows
  - f. Right-of-Way acquisitions/right-of-entry
  - g. Special contract Requirements
  - h. Known or expected risks
  - i. Other activities or relationships that are critical to the Proposer's Project Design or construction
7. Appendix B: Required Forms and Confidential and Proprietary Information include.
- a. Stipend Acknowledgement form
  - b. Stipend Agreement
  - c. EEO Certificate
  - d. Non-Collusion Certificate
  - e. Notice of Receipt of Addendum
  - f. Updated Organization Chart and Notarized Statement of Availability of Key Individuals
    - If SCDOT has approved the replacement of Key Individuals since short-listing, provide an updated organizational chart from the Proposer's Statement of Qualifications incorporating the approved changes by the SCDOT.
    - The Proposer shall include a written statement from each direct employer, cosigned by Proposer's Project Manager, with respect to each Key Individual indicating that each such Key Individual identified on the original organizational chart submitted with the SOQ or the updated organizational chart reflecting SCDOT approvals will be available, barring any unforeseen circumstances, at the earliest of the times and durations identified in the RFQ and RFP, until expiration of the Warranty Period, or such earlier date as the Contract is terminated or SCDOT releases, in writing, such Key Individual from this requirement.
  - g. Confidential and Proprietary Information Page List (See Section 4.4)

- h. Prequalification certificate for Proposer (lead contracting entity) identified in the organization chart. If the Proposer is a Joint Venture, prequalification certificates for each individual member and/or partner, as well as for the Joint Venture.
  - i. A copy of the joint venture organizational agreement, if not already submitted with the SOQ. Regardless if previously submitted, if a joint venture, consortium, limited liability company, or corporation, Proposer shall demonstrate clearly the joint and several liability to SCDOT of its joint venture, consortium, or limited liability company members or corporation's shareholders, which may be evidenced in organizational documents or by separate certificate signed by Proposer and Proposer's members or shareholders.
  - j. Quality Credit Matrix.
8. Appendix C: Copies of approved Formal ATCs being incorporated into the Proposer's Cost Proposal.

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

## 4.2 Cost Proposal

The Cost Proposal shall include the completed Cost Proposal Bid Form and Bid Bond Form. The Cost Proposal bid form is provided in Section 9 of this document while the Bid Bond form is located on the SCDOT Design-Build website at: [Design-Build Bid Bond Form.pdf \(scdot.org\)](#). The Cost Proposal Bid Form and Bid Bond shall be sealed in a separate envelope and delivered as part of the Cost Proposal per the Milestone Schedule.

### 4.2.1 Bid Bond

Bid Bonds must be issued by an Eligible Bid Bond Surety (as defined below) registered and authorized to do business in the State of South Carolina. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond evidence of authority to bind the surety. An original, or a photocopy or facsimile of an original, power of attorney is sufficient evidence of such authority. Electronic, mechanically-applied and printed signatures, seals and dates on the power of attorney shall be considered original signatures, seals and dates, without regard to the order in which they were affixed. Proposers shall ensure that the bid bond/proposal is written by a corporate surety company licensed for surety authority by the Chief Insurance Commissioner of the South Carolina Department



of Insurance and has a rating of “A” or better assigned by A.M. Best Company on its most recent Best’s Key Rating Guide (collectively such qualifications constituting an “Eligible Bid Bond Surety”); otherwise, the bond will not be accepted. Proposers shall ensure that the bid bond/proposal guaranty is fully executed and indicates the name of the Proposer/Principle, the name of the surety, the project for which the bond is issued, the penal amount of the bond, the date bond was executed, date of bid, surety registry service, bond verification number, amount of bond, and that the bond guaranties and names the South Carolina Department of Transportation as the obligee. Proposal guarantees must be included in the Proposer’s response to the RFP on the required form and submitted as part of the sealed Cost Proposal. Failure to furnish a bid bond in the proper form and amount with the response to the RFP may be cause for rejection of the Proposal. Bid bonds shall be payable to SCDOT, shall be for at least five percent (5%) of the total amount of the Cost Proposal, and shall serve as a guarantee deposit that the offer will be carried out to Contract execution.

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

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

### **4.3 Proposal Submittal**

Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal. Proposers are required to upload the Technical Proposal, signed forms, and appendices, online through ProjectWise in fully-searchable PDF format. Two completed submittals per team will be accepted, one original and one redacted (if the Proposer elects to waive payment of the Stipend), and shall be uploaded by either the lead contracting entity or lead design firm. The original proposal documents that are uploaded to ProjectWise shall be named in accordance with the Design-Build File Naming Conventions. If the Proposer elects to waive payment of the Stipend, redacted Proposal documents shall be uploaded to ProjectWise using the format outlined in the Design-Build File Naming Conventions. The naming conventions requirements can be found at <https://www.scdot.org/business/design-build.aspx>. Proposers are advised of the time required to set up new account. All requests for new accounts must be received 72 hours prior to the Proposal deadline indicated in the Milestone Schedule. More information is available at <https://www.scdot.org/business/design-build-projectwise.aspx>.

Proposers are to email one electronic copy of the Cost Proposal by the date and time specified in the Milestone Schedule. Deliver to: [DBCOSTPROPOSALS@SCDOT.ORG](mailto:DBCOSTPROPOSALS@SCDOT.ORG)

Proposers shall receive an “Email Received Receipt Notification” as confirmation of the submittal. If confirmation is not received, it will be the Proposer’s responsibility to contact the POC prior to the delivery deadline. If the POC is unavailable, it will be the Proposer’s responsibility to contact an alternate POC listed below. Late submissions will be rejected. SCDOT accepts no responsibility for misdirected or lost Proposals.

Ms. Renee Frazier; FrazierRC@scdot.org, 803-737-1428

Alternative POCs:

(GambrellBC@scdot.org, PittsME@scdot.org); 803-737-1268, 803-737-2566

#### 4.4 Confidentiality of Proposals

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

If the Proposer elects to waive payment of the Stipend, the Proposer must submit one complete copy of its Proposal from which it concealed “Confidential” information, i.e. the redacted copy. The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted electronically. Except for the information concealed, the redacted copy must be identical to its original Proposal, and the SCDOT POC must be able to view, search, copy and print the redacted copy without a password.

#### 4.5 Non-collusion and Equal Employment Opportunity Certification

Proposers shall certify that they have not participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the submission of this Proposal on this Project. A Proposal submitted without the non-collusion

certification may be deemed non-responsive. The non-collusion certification form provided as part of this document shall be submitted as part of the Technical Proposal and will not count against the specified page limit. Each joint venture team member shall submit a separate non-collusion certification.

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

## **5. EVALUATION OF PROPOSALS**

### **5.1 Evaluation Committee**

An Evaluation Committee (“Committee”) will be appointed by SCDOT to review the Proposals. The voting committee members will be comprised of SCDOT employees. The committee may consult with SCDOT employees, Project stakeholders, and/or outside consultants having expertise in the various disciplines required by the Project, including FHWA.

### **5.2 Proposal Review**

The Committee will review the Technical Proposals and determine responsiveness based on the Proposal Development criteria in Section 4. Cost Proposals will be accepted from those Proposers deemed to have responsive Technical Proposals. Proposers that submit a non-responsive Technical Proposal will be sent a letter with an explanation as to the reasons for determining non-responsiveness. All original copies of the non-responsive Technical Proposal(s) will be retained by SCDOT. Reasons for determining a Technical and/or Cost Proposal to be non-responsive may result from, but are not limited to, the following: failure to provide all information requested in the Proposal (including specifically correct completion of the Cost Proposal Bid Form), failure to conform to the material requirements of the RFP, conflict of interests, conditional Proposals. Technical and/or Cost Proposals which impose conditions that modify material requirements of the RFP may be rejected as non-responsive. Proposers will not be given an opportunity to correct any material finding of non-responsiveness. SCDOT reserves the right, in its sole discretion, to disregard, seek clarification on, or waive any minor informality, irregularity, nonconformity, discrepancy, omission, or apparent clerical mistake that, in each case, is unrelated to the substantive content of the Proposal.

### **5.3 Technical Proposal Evaluation**

#### **Technical Score**

All Technical Proposals will be evaluated and scored on a scale of 0 to 100 points prior to opening the Cost Proposals. A Technical Proposal Narrative outlining the Proposer’s Project Approach and Delivery which meets the minimum expectations of SCDOT as

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

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

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

The Proposer may be deemed non-responsive if all fully-completed required forms are not included in the Technical Proposal Appendices. SCDOT may, but is not required to, seek omitted required forms prior to evaluation. If the Proposer does not provide the omitted forms in the time allotted by SCDOT, the Proposer shall be deemed non-responsive.

**Quality Credit Score**

The Proposer’s Innovation and Added Value shown in the Technical Proposal that, in the opinion of SCDOT, provide additional benefits and added value to the Project beyond that specified in the RFP requirements will be awarded Quality Credits up to 100 points.

**5.4 Presentations**

Proposers who have submitted Technical Proposals in accordance with the requirements of the RFP will be invited by the Committee to make a presentation on the date identified in the Milestone Schedule. The Committee may prepare Clarification and/or Communication questions and these questions may be sent to the Proposers by the SCDOT POC prior to the presentation. The main purpose of these presentations is to provide an opportunity to orally answer questions through an open dialogue. Proposers

will be permitted to ask questions during the presentation. The presentation will be scheduled for 50 minutes. SCDOT will terminate the presentation promptly at the end of the allotted time. The format for the Proposer's presentations is:

- Informal Introduction of Key Individuals (Proposer)
- Clarification and Communication Q&A, Open Dialogue (SCDOT and Proposer)
- Optional Highlight of Key Elements (maximum of 20 minutes) (Proposer)
- Wrap-up (Proposer)

The Proposer's attendees may consist of the Proposer's POC, Key Individuals, and other personnel shown on the Proposer's organization chart. However, the number of attendees shall not exceed 12 individuals when in person presentations are used.

The presentation will not constitute Discussions or negotiations. The Technical Proposal submitted electronically to the SCDOT will be made available to the Proposer via a computer with large monitors suitable for display to the Committee and the Proposer's attendees if this meeting is held in person. If this meeting is held via conference call, Proposers are responsible for providing their technical proposal, as previously submitted to SCDOT, for display purposes. The Proposers will be able to navigate through their Proposal and plans during the presentations.

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

## **5.5 Clarifications**

SCDOT, at its sole discretion, shall have the right to seek clarifications from any Proposer to fully understand information contained in its response to the RFP. Clarifications mean a written exchange of information which takes place after the receipt of Proposals when award without Discussions is contemplated. For this Project, proposals are intended to be evaluated and award made without Discussion unless Discussions are determined to be necessary by the SCDOT POC. Therefore, Proposer's initial offer should contain the Proposer's best terms from a cost and technical standpoint. At its discretion, SCDOT may elect to hold Discussions, despite conducting clarifications, when circumstances dictate. Clarifications do not have to be sought with any specific number of Proposers and do not have to address specific issues. The purpose of clarifications is to address minor or clerical revisions in a Proposal. Examples include, but are not limited to, transposing numbers, incomplete sentences, and contradictions. The SCDOT POC may submit written questions to any Proposer to clarify a specific section of the Proposal and the Proposer shall respond in writing. SCDOT will acknowledge in writing receipt of the response. Responses will be used by the Evaluation Committee in scoring the Proposal. Clarifications will be incorporated into the Contract and will not alter the Contract requirements. The SCDOT POC shall have exclusive discretion regarding whether clarification is needed. Clarification can be used by the SCDOT POC at any point in the procurement process. Responses to any request for clarification that would

serve to expand or modify the original Proposal, or to impermissibly add detail, or additional content, will be disregarded.

## **5.6 Communications**

SCDOT, at its sole discretion, shall have the right to seek communications from any Proposer to fully understand information contained in their responses to the RFP. Communications do not have to be held with any specific number of Proposers and do not have to address specific issues. Communications are written exchanges, between SCDOT and Proposers, after receipt of Proposals. The purpose of Communications is to:

- enhance the Evaluation Committee’s understanding of Proposals; allow reasonable interpretation of the Proposal; or facilitate the evaluation process;
- address ambiguities in the Proposal or other concerns (e.g., perceived deficiencies, weaknesses, errors, omissions, or mistakes).

Communications shall not be used to cure Proposal deficiencies or material omissions, materially alter the technical or cost elements of the Proposal, and/or otherwise revise the Proposal. The SCDOT POC may submit written questions to any Proposer to seek Communication exchanges on perceived deficiencies, weaknesses, errors, omissions, mistakes, or lack of sound engineering judgement in the Proposal. The Communication process can include a oral exchange. However, the Proposer shall respond in writing to conclude the Communication process. The written responses shall become part of the Contract documents.

SCDOT reserves the right to conduct Discussions if clarifications, presentation or communication exchanges reveal the need to amend the RFP.

## **5.7 Technical and Cost Proposal Analysis**

Upon delivery of the Proposer’s Cost Proposal at the time and date outlined in the Milestone Schedule, the Technical Score and the Quality Credit Score will be provided confidentially in a sealed envelope to each Proposer. After distribution of the scores, SCDOT will convene a closed session meeting; at which time, the Cost Proposals of Proposers with responsive Technical Proposals will be opened so that the analysis may be conducted.

The Total Cost to Complete and the other weighted criteria factors listed under the Technical Proposal Evaluation Section for each respective Proposer will be entered into the weighted criteria formula to determine a total weighed criteria score. Each Total Cost to Complete will be compared against the confidential SCDOT Engineer’s Estimate. SCDOT will analyze the Proposals to determine if an award is justified. Upon completion of the analysis, the closed session will be adjourned and a public announcement will be made at the time and date outlined in the Milestone Schedule.

If upon analysis, there are no apparent concerns with the Proposals, the total weighted criteria score and the Cost Proposal information along with the Technical Score and Quality Credit Score for each Proposer will be read aloud during the public announcement. SCDOT intends to award the Contract to the Proposer with the highest Weighted Criteria Score. However, the Project may be cancelled after opening, but prior to the issuance of an award, when such action is determined in writing pursuant to the Design-Build Procurement Manual to be in the best interest of the SCDOT. If the RFP is cancelled, Cost Proposals may be returned to the Proposers and a new solicitation may be conducted for the Project.

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

## 5.8 Weighted Criteria Determination

Award of the Contract, if made, will be made to the responsible and qualified Proposer whose submittals generate the highest Weighted Criteria Score. To determine the Weighted Criteria Score, the Proposer's Total Cost to Complete will have a weight of 70, the Proposer's Technical Score will have a weight of 20 and the Proposer's Quality Credit Score will have a weight of 10 for a Total Weight of 100.

The Proposer submitting the lowest Total Cost to Complete will be awarded the maximum number of points, 70. The next-lowest Total Cost to Complete will be awarded points based on the product of: (a) the ratio of the lowest Total Cost to Complete divided by the next-lowest Total Cost to Complete; and (b) 70 points (i.e., the points awarded for the lowest Total Cost to Complete), with such product rounded to the nearest one hundredth of a point. The process will continue for each of the remaining Proposer's Total Cost to Complete, with points being awarded based on the product of: (a) the ratio of the lowest Total Cost to Complete divided by the respective Proposer's Total Cost to Complete; and (b) 70 points (i.e., the points awarded for the lowest Total Cost to Complete), with such product rounded to the nearest one hundredth of a point.

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

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

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

low the lowest value from the Proposals being scored

n the Proposal that is being scored

x weight expressed as point values define above in this section

- A Total Cost to Complete all work to be performed under the Contract
- D Technical Score
- E Quality Credit Score

**Example for Determining the Weighted Criteria Score**

Proposal	Total Cost to Complete (A)	Weighted Cost Score (x=70)	Quality Credit Score (E)	Weighted Quality Credit Score (x=10)	Technical Score (D)	Weighted Technical Score (x=20)	Total Weighted Criteria Score
A	\$30,000,000	70.00	56	5.6	70.00	14.00	89.60
B	\$35,000,000	60.00	N/A	N/A	65.00	13.00	N/A
C	\$38,000,000	55.26	64	6.4	85.00	17.00	78.66
D	\$31,000,000	67.74	72	7.2	100.00	20.00	94.94

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

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

**5.9 Discussions**

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

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



SCDOT reserves the right to hold multiple Discussions at any length of time with all of Proposers. All Discussions shall be controlled by the SCDOT POC. Proposers shall not communicate with any other SCDOT employees regarding these Discussions except at the appropriate Discussion meetings.

At the conclusion of Discussions, SCDOT may either:

1. Proceed forward without revisions to the Proposals;
2. Issue a Request for Best and Final Offers; or
3. Cancel the procurement.

### **5.10 Best and Final Offer**

At the conclusion of Discussions, if SCDOT determines that Proposal revisions are warranted, SCDOT may issue a Request for Best and Final Offer (BAFO). Regardless of the length or number of Discussions, there will be only one request for a BAFO. If necessary, SCDOT may also issue an addendum to revise the RFP to allow revisions to clarify and document understandings reached during Discussions. The Request for BAFO will include instructions for preparing and submitting the BAFO and will include a new Milestone Schedule. Proposers submitting a BAFO will not be requested to re-submit any documents which are unchanged from their initial Proposals. Proposers should provide necessary changes to individual paragraphs, as briefly as possible, together with a table of contents, which clarifies where within the initial Proposal the additional information or changed documents would be placed. Proposal revisions shall include a BAFO Acknowledgement Form that acknowledges receiving all RFP amendments, if applicable. If only Cost Proposal revisions are requested, Proposers will revise and resubmit the Cost Proposal, and SCDOT will analyze the Cost Proposals as outlined in Section 5.7. If Technical Proposal revisions are warranted, Proposers will revise and resubmit, and the procurement process will return to Section 5. A new bid bond shall be submitted only if the final Proposal revisions to the Proposer's Cost Proposal are greater than its initial Cost Proposal.

### **5.11 Protest**

#### **5.11.1 Grounds for Protest**

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

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

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

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

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

#### 5.11.2 SCDOT Procedures for Protest

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

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

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

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

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

Stay of Award: The Contract award is stayed until issuance of a final decision by the SCDOT. Once a final decision is issued, the filing of a petition to appeal that decision does not stay enforcement of SCDOT's decision to award the Contract.

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

## **6. SELECTION OF CONTRACTOR**

The Chair of the Committee will present a report regarding the review of the Proposals along with the Technical and Cost Proposal Analysis results to SCDOT Director of Alternative Delivery and recommend selection of the Proposer with the highest Weighted Criteria Score. Prior to Contract execution, the Office of Alternative Delivery may conduct limited negotiations on any issues regarding scope, schedule, financing, inclusion of ATCs, inclusion of any concepts submitted by another Proposer (provided a stipend is accepted by the unsuccessful Proposer), or any information provided by the selected Proposer. If, however, no limited negotiations are initiated, then in submitting its Proposal, the recommended Proposer agrees to execute and deliver the Contract in the form as existed, as in the Final RFP (or last addendum, if applicable). The Office of Alternative Delivery will prepare a Secretary of Transportation Record of Approval Form requesting authorization to award and execute a Contract. Upon approval by the SCDOT Secretary of Transportation, SCDOT will offer a Contract to the selected Proposer. However, if the selected Proposer refuses to execute and deliver the Contract (absent limited negotiations-driven revisions) or if the revised Contract terms are not accepted by the selected Proposer or if the selected Proposer is unable to fulfill the Contract requirements, then Proposer agrees that this constitutes a withdrawal and SCDOT may offer a contract to the Proposer with the next highest Weighted Criteria Score and SCDOT may elect to call upon Proposer's bid bond/proposal guaranty pursuant to the terms thereof.

## **7. GENERAL INFORMATION**

### **7.1 Reserved Rights**

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

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

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

Except as to stipends under, and subject to the terms and conditions of executed stipend agreement, SCDOT assumes no liability and will not reimburse costs incurred by firms, whether selected or not, in developing Proposals or in Contract execution.

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

SCDOT reserves the right to modify all dates indicated or projected in this RFP.

SCDOT reserves the right to appoint subcommittees, composed as it sees fit, and to engage outside experts and consultants, in each case to assist the Committee in evaluation of Proposals

SCDOT reserves the right to make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of evaluation.

SCDOT reserves the right to require confirmation of information furnished by a Proposer, and to require additional information from a Proposer.

SCDOT reserves the right to seek or obtain information from any source that, in SCDOT's view, has the potential to improve SCDOT's understanding and evaluation of Proposals.

SCDOT reserves the right to disqualify any Proposer from the solicitation for violating any rules or requirements hereof, specified in this RFP or under applicable law.

SCDOT reserves the right to add to the short-list any Proposer that submitted an SOQ, in order to replace a short-listed Proposer that withdraws or is disqualified from further participation in this solicitation.

SCDOT reserves the right to disclose information submitted or afforded to SCDOT under this RFP or pursuant to applicable law.

SCDOT reserves the right to exercise any other right reserved or afforded to SCDOT under this RFP and applicable law.

SCDOT reserves the right to exercise its discretion in relation to the matters that are the subject of this RFP as it considers necessary or expedient in light of all circumstances prevailing at the time that SCDOT considers to be relevant.

SCDOT reserves the right to revise or amend the RFP (or any processes hereunder), specifications and/or drawings, including changes to the date the Proposal is due. Such changes, if any, will be announced by an addendum(s) to this RFP. All information relating to this RFP, including pertinent changes/addendums and other applicable information will be posted on SCDOT's Design-Build website <https://www.scdot.org/business/design-build.aspx>. If changes are made to the RFP within 10 days of the due date, the dates identified in the Milestone Schedule may be

adjusted accordingly. Proposers are advised to check this site frequently to ensure they have the latest information.

## **7.2 Other General Terms:**

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

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

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

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

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

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

If a Proposer withdraws any time during the procurement, the stipend shall be forfeited and, if the Proposer is the selected Proposer, following evaluation, SCDOT may call upon the bid bond/proposal security pursuant to the terms thereof.

This RFP does not commit SCDOT to enter into the Contract, or proceed with the solicitation. SCDOT and the State of South Carolina assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFP. All such costs shall be borne solely by each responding Proposers.

In no event will SCDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract has been executed by SCDOT and, then, only to the extent provided in the Contract.

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

ET is the current Eastern Time as observed in the Eastern Time Zone for this Project.

## 8. MILESTONE SCHEDULE

Milestone Schedule	Date/Time
Provide RFP for Industry Review to Short-list Proposers	Tuesday, December 17, 2024
Deadline for Proposers to submit Non-Confidential Questions on the RFP for Industry Review	Friday, January 03, 2025 by 9:00am ET
Open-Forum Meeting with Proposers for RFP for Industry Review Non-Confidential Questions/Clarifications	Monday, January 13, 2025 at 2:00pm ET
Request for Optional Confidential/Conceptual ATC Meeting w/ submittal of Conceptual ATCs	Tuesday, January 14, 2025 by 9:00am ET
Optional Confidential/Conceptual ATC Meeting	Friday, January 17, 2025
Issue Final RFP	Thursday, January 23, 2025
Deadline for Proposers to submit Non-Confidential Questions on the Final RFP	Thursday, January 30, 2025 by 9:00am ET
Submittal of Formal ATCs for Initial Review and Submittal of Confidential Questions	Wednesday, February 12, 2025 by 7:30am ET
SCDOT Responds to Formal ATCs with final determination, asks questions/requests information, or provides conditional responses	Thursday, February 20, 2025
Confidential Formal ATC One-on-One Meetings	Thursday, February 27, 2025
Resubmittal of Formal ATCs in its final form (no revisions allowed after this submittal, unless requested by SCDOT; and Two additional replacement Formal ATCs	Wednesday, March 05, 2025 by 9:00am ET
SCDOT's Final Determination for all Formal ATCs	Wednesday, March 12, 2025
Submittal of Technical Proposals	Thursday, April 03, 2025 by 9:00am ET
Technical Proposal Presentations	Friday, April 25, 2025
Submittal of Cost Proposals	Tuesday, May 13, 2025 from 9:00am to 10:00am ET
Public Announcement of the Technical and Cost Proposal Analysis (with team representatives present)	Thursday, May 15, 2025 at 1:00pm ET

9. COST PROPOSAL BID FORM

**Bridge Package 19  
Greenville and Pickens County**

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

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

Provide full Project scope as described in Attachment A.

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

**No conditional or qualified Bids will be accepted, nor Bids with reservations, assumptions, or that are premised upon changes to the terms of the Contract, and all such Bids will be rejected.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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



**10. NON-COLLUSION CERTIFICATION**

**NON-COLLUSION CERTIFICATION**

**Project ID: 5362310**

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

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

Executed on \_\_\_\_\_  
(Date)

Signed: \_\_\_\_\_  
(Officer/Proposer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

# 11. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

Select the Certification that applies to the PROPOSER:

Certification (1)  or Certification (2)

Select the appropriate responses in the applicable Certification:

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

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

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

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

OR

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

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

Executed on \_\_\_\_\_, 20 \_\_\_\_ .

Signed: \_\_\_\_\_  
(Officer/PROPOSER)

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**12. STIPEND ACKNOWLEDGEMENT FORM**

**Stipend Acknowledgement Form**

**Bridge Package 19  
Greenville and Pickens Counties**

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

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

The undersigned Proposer, hereby:

Waives the stipend for this Project.

Accepts the stipend for this Project.

By accepting the stipend for this Project, Proposer agrees:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer

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

## 13. STIPEND AGREEMENT

**STIPEND AGREEMENT**  
**Project ID: 5362310**  
**Bridge Package 19**  
**Greenville and Pickens County**

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

SCDOT issued a Request for Proposal (“RFP”) for design and construction of the above-referenced Design-Build Project (“Project”), pursuant to procurement authority granted in Section 57-5-1625 of the S.C. Code of Laws, 1976, as amended. The RFP provided for payment of stipends as provided herein. Capitalized terms used, but not defined, have the meanings ascribed in the RFP.

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

### 1. Work Product.

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

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

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

### 2. Compensation and Payment.

**2.1** A stipend to Proposer for the Work Product described herein shall be \$75,000.00 and is payable to Proposer that was determined to be responsible and (1) submitted a responsive Technical Proposal and responsive Cost Proposal to the RFP which is not selected for award of this Project, or (2) was awarded the Contract but the Contract was terminated by SCDOT for convenience after the Submittal of Proposal Due Date (See Final RFP Milestone schedule) but prior to the Notice to Proceed #1. Responsibility of Proposers and responsiveness of the Technical Proposal and Cost Proposal will be determined by SCDOT as a condition of payment.

**2.2** SCDOT will pay the stipend to Proposer as follows, subject (as applicable) to the following conditions:

- (a) Proposer has submitted this signed Stipend Agreement, unchanged with its response to the RFP.
- (b) After posting of the Notice of Award on SCDOT’s Design-Build Website, Proposer has submitted to SCDOT an invoice, with FEIN Number, for the Stipend amount.
- (c) After execution of the Contract or the decision not to award a contract, SCDOT will pay the invoice for the stipend amount to the unsuccessful Proposer meeting the criteria of Section 2.1 within 90 calendar days of receipt of the invoice from Proposer.
- (d) If the procurement is suspended or cancelled prior to the Proposal Due Date (see FINAL RFP Milestone schedule), no stipend will be paid to Proposer.
- (e) After the submittal of Proposals, but prior to award, if the procurement is cancelled, all Proposers that provide a responsive Technical Proposal and Cost Proposal to the final RFP and submitted a signed Stipend Agreement with their RFP shall receive the stipend
- (f) In the event of a Best and Final Offer, only one stipend will be paid to each Proposer that executed a Stipend Agreement and met the other criteria and conditions herein.
- (g) No stipends will be paid for submitting RFQ responses.
- (h) No stipends will be paid to a Proposer who withdraws at any time from this procurement.

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

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

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

### **3. Indemnities.**

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

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

### **4. Compliance With Laws.**

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

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

### **5. Assignment.**

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

### **6. Miscellaneous.**

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

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

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

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

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

Witness:

\_\_\_\_\_

Recommended:

\_\_\_\_\_

Michael Pitts

SOUTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

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

Jae Mattox  
Preconstruction Alternative Delivery Engineer

Proposer

\_\_\_\_\_

# **AGREEMENT**

**AGREEMENT  
FOR THE DESIGN & CONSTRUCTION  
of**

Bridge Package 19

Greenville and Pickens Counties, South Carolina

*A DESIGN-BUILD PROJECT*

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

\_\_\_\_\_ day of \_\_\_\_\_, 2025

CONTRACT ID: 5362310



## Table of Contents

<b>I.</b>	<b>CONTRACT DOCUMENTS .....</b>	<b>7</b>
<b>II.</b>	<b>PROJECT SCOPE .....</b>	<b>7</b>
	A. SCOPE OF WORK .....	7
	B. DESIGN AND CONSTRUCTION RESPONSIBILITIES .....	7
	C. DESIGN CRITERIA .....	9
	D. DESIGN REVIEW .....	9
	E. MAINTENANCE OF TRAFFIC .....	11
	F. OWNERSHIP OF DOCUMENTS .....	12
	G. CONSTRUCTION CRITERIA .....	13
	H. PROJECT MANAGEMENT .....	14
	I. CONTROL OF THE WORK .....	16
	J. CONTRACT DELIVERABLES .....	17
	K. INCORPORATION OF ATCS .....	18
	L. SUBCONTRACTS .....	19
<b>III.</b>	<b>CONTRACT PRICE/CONTRACT PAYMENTS .....</b>	<b>23</b>
	A. CONTRACT PRICE .....	23
	B. CONTRACT PRICE ADJUSTMENTS .....	23
	C. CONTRACT PAYMENTS .....	25
	D. RETAINAGE .....	26
<b>IV.</b>	<b>CONTRACT TIME .....</b>	<b>27</b>
	A. PROJECT SCHEDULE .....	27
	B. TIME EXTENSIONS .....	30
	C. OWNER'S RIGHT TO STOP WORK .....	31
	D. LIQUIDATED DAMAGES .....	31
<b>V.</b>	<b>CONSTRUCTION QUALITY ASSURANCE PROGRAM .....</b>	<b>32</b>
	A. CONTRACTOR'S RESPONSIBILITIES .....	32
	B. SCDOT RESPONSIBILITIES .....	34
	C. CONTRACTOR'S OBLIGATION .....	34
<b>VI.</b>	<b>INSURANCE AND BONDING .....</b>	<b>34</b>
	A. INSURANCE .....	34
	B. BONDING .....	38
<b>VII.</b>	<b>UTILITIES AND RAILROAD COORDINATION .....</b>	<b>39</b>
	A. UTILITIES .....	39
	B. RAILROAD .....	40
<b>VIII.</b>	<b>RIGHT OF WAY ACQUISITION .....</b>	<b>42</b>
	A. RIGHT OF WAY SERVICES .....	42
	B. ACQUISITION OF RIGHT-OF-WAY .....	46
<b>IX.</b>	<b>PERMITS .....</b>	<b>48</b>
<b>X.</b>	<b>ENVIRONMENTAL COMPLIANCE .....</b>	<b>49</b>
	A. COMPLIANCE WITH ENVIRONMENTAL COMMITMENTS .....	49
	B. PRECONSTRUCTION / PARTNERING CONFERENCE(S) .....	49
	C. PROTECTION OF ARCHEOLOGICAL AND PALEONTOLOGICAL REMAINS AND MATERIALS .....	49

Bridge Package 19  
GREENVILLE AND PICKENS COUNTIES

D.COMMUNITY AND PUBLIC RELATIONS PLAN .....	50
<b>XI. HAZARDOUS MATERIALS .....</b>	<b>50</b>
A. IDENTIFIED HAZARDOUS MATERIALS .....	50
B. UNEXPECTED HAZARDOUS MATERIALS .....	51
C. GENERAL INFORMATION .....	52
<b>XII. DEMOLITION, REMOVAL &amp; DISPOSAL OF STRUCTURES .....</b>	<b>52</b>
<b>XIII. DIFFERING SITE CONDITIONS .....</b>	<b>53</b>
A. DIFFERING SITE CONDITIONS, DEFINED; BURDEN OF PROOF .....	53
B. RESPONSIBILITY .....	54
C. RELIEF FOR CERTAIN DIFFERING SITE CONDITIONS .....	54
D. DIFFERING SITE CONDITION PROCEDURE .....	55
E. REASONABLE INVESTIGATION .....	56
<b>XIV. FORCE MAJEURE .....</b>	<b>57</b>
A. CAUSES .....	57
<b>XV. WARRANTY .....</b>	<b>58</b>
A. CONTRACTOR WARRANTIES .....	58
<b>XVI. INDEMNITY .....</b>	<b>59</b>
A. INDEMNIFICATIONS BY CONTRACTOR .....	59
B. DEFENSE AND INDEMNIFICATION PROCEDURES .....	63
C. NO EFFECT ON OTHER RIGHTS .....	66
D. CERCLA AGREEMENT .....	66
<b>XVII. DEFAULT; SUSPENSION; TERMINATION .....</b>	<b>66</b>
A. CONTRACTOR EVENTS OF DEFAULT (CONTRACTOR DEFAULT) .....	66
A. SUSPENSION OF THE WORK FOR CAUSE .....	75
B. SUSPENSIONS FOR CONVENIENCE; SUSPENSIONS FOR SAFETY .....	76
C. RESPONSIBILITIES OF CONTRACTOR DURING SUSPENSION PERIODS .....	78
D. TERMINATION FOR CONVENIENCE .....	78
E. RESPONSIBILITIES OF CONTRACTOR FOLLOWING NOTICE OF TERMINATION OF THE AGREEMENT .....	79
<b>XVIII. DISADVANTAGED BUSINESS ENTERPRISES .....</b>	<b>79</b>
<b>XIX. ON-THE-JOB TRAINING REQUIREMENTS .....</b>	<b>80</b>
<b>XX. RECORD RETENTION .....</b>	<b>80</b>
A. RETENTION PERIOD .....	80
<b>XXI. AS-BUILTS .....</b>	<b>80</b>
A. DOCUMENTS .....	80
<b>XXII. ESCROW PROPOSAL DOCUMENTS .....</b>	<b>82</b>
<b>XXIII. DISPUTE RESOLUTION .....</b>	<b>82</b>
A. PARTIES .....	82
<b>XXIV. SCDOT'S AGENT .....</b>	<b>82</b>
<b>XXV. ASSIGNABILITY .....</b>	<b>82</b>
A. BY CONTRACTOR .....	82

Bridge Package 19  
GREENVILLE AND PICKENS COUNTIES

B. BY SCDOT.....	83
C. RESTRICTIONS ON EQUITY TRANSFERS AND CHANGES OF CONTROL .....	83
D. DEFINITIONS. ....	83
<b>XXVI. GENERAL PROVISIONS .....</b>	<b>84</b>
<b>CERTIFICATION OF CONTRACTOR .....</b>	<b>88</b>
<b>CERTIFICATION OF DEPARTMENT .....</b>	<b>89</b>
<b>DRUG-FREE WORKPLACE CERTIFICATION.....</b>	<b>90</b>
<b>COMMISSIONER EMPLOYEE INTEREST CERTIFICATION .....</b>	<b>91</b>
<b>PROJECT INFORMATION PACKAGE ACKNOWLEDGMENT FORM .....</b>	<b>92</b>

## **LIST OF EXHIBITS**

1. Cost Proposal Bid Form
2. Schedule of Values
3. Scope of Work
4. Project Design Criteria
  - 4a. Roadway Design Criteria
  - 4b. Structures Design Criteria
  - 4c. Pavement Design Criteria
  - 4d. Traffic Design Criteria
    - Part 1 – Signing and Pavement Marking
    - Part 2 – Work Zone Traffic Control
  - 4e. Hydraulic Design Criteria
  - 4f. Geotechnical Design Criteria
  - 4z. Project Design Deliverables
5. Special Provisions and Contract Requirements
6. Environmental

Bridge Package 19  
GREENVILLE AND PICKENS COUNTIES

WHEREAS, the South Carolina Department of Transportation, as an agency of the State of South Carolina, wishes to improve the safety and operation of the state highway system Bridge Package 19 in Greenville and Pickens Counties (hereinafter referred to as “the Project”); and

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

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

WHEREAS, pursuant to Section 57-5-1625 SC Code of Law, the South Carolina Department of Transportation desires to award a highway construction contract using a Design / Build procedure; and

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

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

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

NOW THEREFORE, this Agreement is executed and made, effective as of the Effective Date as defined herein, between the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (“SCDOT”) and \_\_\_\_\_ (“CONTRACTOR”). In consideration of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

## **I. CONTRACT DOCUMENTS**

The Contract shall be composed of this Agreement and all exhibits, SCDOT's Request for Proposals and all attachments, Request for Qualifications and all attachments, CONTRACTOR's Proposal and all attachments, and CONTRACTOR'S Qualifications and all attachments. In case of conflict, the order of precedence of the "Contract Documents" shall be: (1) this Agreement; (2) Agreement Exhibits; (3) SCDOT Request for Proposals (RFP) document and Attachment B; (4) CONTRACTOR's Proposal and attachments, clarifications, and communications; (5) SCDOT Request for Qualifications (RFQ) and (6) CONTRACTOR's Statement of Qualifications (SOQ). In the event of a conflict between the Contract Documents and Special Provisions identified in the Agreement Exhibits, the order of precedence shall be (1) the Contract Documents and (2) Special Provisions. The Project Information Package is provided for information only and is not a Contract Document. SCDOT makes no representations or warranties regarding the accuracy of the information contained therein.

## **II. PROJECT SCOPE**

### **A. Scope of Work**

CONTRACTOR shall furnish all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all design, preliminary engineering, surveying, geotechnical services, scheduling, permitting, right of way services, procurement, construction, utility coordination, demolition, material disposal and any other services necessary to perform the Project as defined in the Project Scope of Work made a part hereof as Exhibit 3, Project Design Criteria made a part hereof as Exhibit 4, Exhibits 5 through 6, and Attachment B.

### **B. Design and Construction Responsibilities**

1. CONTRACTOR, consistent with applicable state licensing laws, shall provide, through qualified South Carolina licensed design professionals employed by CONTRACTOR or procured from qualified, independent South Carolina licensed design consultants, the design work and quality control, including, but not limited to, surveys, right of way services, roadway design, maintenance of traffic, geotechnical exploration and design, hydraulic analyses, storm water management, erosion control, superstructure design, and foundation and substructure design including seismic analyses for the preparation of the required drawings, specifications and other design submittals to permit CONTRACTOR to complete the work in accordance with the Contract.
2. CONTRACTOR may rely on geotechnical and survey information provided in Attachment B – Supplemental Design Criteria. The CONTRACTOR shall incorporate the information into the final Project Documents. CONTRACTOR shall supplement the geotechnical and survey information provided as required for its design.

3. CONTRACTOR shall provide through itself or subcontractors the necessary supervision, labor, inspection, testing, material, equipment, machinery, temporary utilities and other temporary facilities to permit performance of all demolition, earthwork, drainage, foundation work, maintenance of traffic, roadway work, structural work, excavation, erosion and sediment control work, field layout work, construction management, engineering and inspection, utility coordination and relocation, railroad coordination, CONTRACTOR quality control, maintenance, and all other work necessary to complete construction of the Project in accordance with the Contract. CONTRACTOR shall perform all design and construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract. CONTRACTOR at all times shall exercise control over the means, methods, sequences and techniques of construction. CONTRACTOR's operations and construction methods shall comply with all applicable federal, state and local regulations with regard to worker safety, protection of health and protection of the environment and applicable permit requirements.
4. CONTRACTOR shall design and construct the project in accordance with the approved environmental document. Where new right of way is required to construct the Project, the CONTRACTOR shall design and construct the Project so as to minimize the additional rights of way needed while adhering to the design criteria herein. Right of way services shall be the responsibility of the CONTRACTOR and shall be done in accordance with Article VIII of this Agreement. CONTRACTOR shall furnish the SCDOT a copy of any agreements for the use of additional properties not acquired as right of way that are used in conjunction with the construction of this Project. CONTRACTOR shall abide by the provisions of all applicable environmental permits, any conditions of individual right of way agreements, and all environmental commitments. The CONTRACTOR shall sign the Contractor Certification Form and these terms will be made part of the contract.
5. It shall be the responsibility of CONTRACTOR to comply with all applicable federal, state, and local laws in connection with the services set forth in this Contract. CONTRACTOR shall remain in good standing with the State and promptly notify SCDOT in writing if it is determined to be disqualified, suspended, debarred, or otherwise excluded from bidding, proposing, or contracting with any federal or state department or agency. This obligation shall include, but not be limited to, procurement of all permits and licenses not obtained by SCDOT provided, however, that with respect to any permit or licenses that must be obtained in the name of SCDOT, CONTRACTOR shall perform all functions within its power to obtain the permit, including mitigation, and SCDOT will fully cooperate in this effort and perform any functions that must be performed by SCDOT. CONTRACTOR shall be responsible for payment of all charges, fees, and taxes, and for providing all notices necessary and incident to the performance of the Project as of the Effective Date of this Agreement. The Contract Price shall include all charges, fees and taxes related to the above obligations and if any charges, fees

or taxes are waived by the regulatory or governmental entity, then the amount waived shall be deducted from the Contract Price.

6. CONTRACTOR shall remain in good standing with the State and promptly notify SCDOT in writing if it is determined to be disqualified, suspended, debarred, or otherwise excluded from bidding, proposing, or contracting with any federal or state department of agency.

### **C. Design Criteria**

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

### **D. Design Review**

1. Prior to the Preconstruction Meeting, CONTRACTOR shall provide a Design Review Submittal Schedule to SCDOT. The Design Review Submittal Schedule shall include a Gantt chart of the submittal packages and will serve as the basis for reviewing the design and construction plans. The Design Review Submittal Schedule shall be updated and included with each submittal package. CONTRACTOR, CONTRACTOR's design consultant, subcontractors, suppliers and SCDOT shall discuss the schedule and procedures for submitting design plans at the Preconstruction Meeting. CONTRACTOR, CONTRACTOR's design consultant, subcontractors and suppliers shall not provide any design deliverables until the Design Review Submittal Schedule is approved by SCDOT. The Design Review Submittal Schedule shall be included in Submittal 000.
2. A Design Quality Control (QC) Plan shall be submitted for review and approval prior to any design or plan production. The plan shall clearly detail the processes and steps utilized by the designer and contractor to consistently produce quality designs and plans. The Design QC Plan shall be the first submittal listed in the Design Review Submittal Schedule. CONTRACTOR shall not provide any design deliverables until the Design QC Plan is approved by SCDOT. The Design QC Plan shall be included in Submittal 000.
3. All submittal packages shall be uploaded electronically to ProjectWise and an email shall be sent to SCDOT that verifies the contents of the upload. A complete submittal package shall be limited to one phase (ex. Preliminary/Right Of Way (ROW)/Final/Release For Construction (RFC)) of one roadway segment or structure and include all design deliverables specified in Exhibit 4z. Prior to beginning any construction activities, permanent or temporary, the Traffic Management Plan and Conceptual Work Zone Traffic Control plans for the entire project shall be submitted by the CONTRACTOR and approved by SCDOT.



4. If approved by SCDOT, one Maintenance of Traffic submittal package, including but not limited to, an NPDES permit application and related plans, may be allowed to provide the opportunity to begin construction of non-permanent work items, such as clearing and grubbing, shoulder strengthening, minor demolition not adversely impacting traffic or operations.
5. CONTRACTOR shall provide submittal packages as defined in Exhibit 4z. Prior to commencement of permanent construction activities on any defined segment or structure, SCDOT will have the right, but not the obligation, to review and comment upon all submittal packages pertaining to the said segment or structure. SCDOT reserves the right to provide comments on the design or plans at any time when an issue is identified that is not compliant with the Project Design Criteria, the RFP or is an error or omission.
6. All documents of a submittal package must be uploaded to ProjectWise by 11:59PM for the review period to begin the next business day. No more than one new submittal package shall be uploaded to ProjectWise within a five business day period. SCDOT reserves the right to utilize Bluebeam Studio to facilitate design reviews between SCDOT and the CONTRACTOR. The initial review period for each submittal package shall be 15 business days following the date SCDOT receives an accurate and complete submittal in conformity with the contract. SCDOT review comments will be sent to the CONTRACTOR, who shall respond within five business days and prior to subsequent phase submittals. SCDOT will then status CONTRACTOR'S responses and will provide additional comments, if any, within five business days. If any open comments remain after the initial 15 day review and subsequent 5 day review and comment periods, there will be no time constraint for the CONTRACTOR to respond. For all subsequent rounds of CONTRACTOR responses, SCDOT will status CONTRACTOR'S responses and will provide additional comments, if any, within five business days. Review comments for Preliminary, ROW, and Final phases of each segment or structure shall be closed before the associated RFC plans are authorized to be submitted and prior to commencement of construction, demolition or disposal activities.
7. CONTRACTOR shall revise design deliverables and upload to ProjectWise for verification to allow SCDOT to close review comments. Verification design deliverables are not required for preliminary phase submittal packages. Verification design deliverables are required to close SCDOT comments in order to approve ROW and authorize RFC phase submittal packages. CONTRACTOR shall clearly identify and describe any changes made to a verification design deliverable that are unrelated to SCDOT review comments. A complete verification package shall include revised contents for all design deliverables with open SCDOT review comments and be submitted along with CONTRACTOR responses. After comments are closed and before RFC submittal packages are uploaded to ProjectWise, any changes made to design deliverables may, at the sole discretion of SCDOT, require a new submittal package be provided and require adjustment to the CONTRACTOR's Design Review Submittal Schedule.

8. SCDOT's participation in the review and comment process is fully discretionary to SCDOT; however, no review or comment nor any failure to review or comment by SCDOT shall operate to absolve CONTRACTOR of its responsibility to design and build the Project in accordance with the Contract Documents or to shift responsibility to SCDOT.
9. SCDOT reserves the right to reject any submittal package that is deficient or incomplete. SCDOT will provide a written notice, including cause for rejection, for any submittal package that does not demonstrate the work can be completed in accordance with the Contract. Rejected submittal packages must be revised to comply with the Contract. Revised submittal packages will be considered a new submittal package and reviewed as described above. Rejected submittal packages shall not in any way serve to extend the Construction Time.

#### **E. Maintenance of Traffic**

1. The SCDOT work zone mobility requirements found within the documents known as *Rule on Work Zone Safety and Mobility: The Policy for South Carolina Department of Transportation* and *Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines (Policy)* shall apply to this Project. These requirements apply to the CONTRACTOR, all subcontractors, and designated representatives acting on behalf of the CONTRACTOR performing duties with responsibilities relative to a work zone, including but not limited to planning, project development, design, construction, and maintenance.
2. The CONTRACTOR shall design, develop, implement and maintain a set of coordinated strategies to manage the work zone impacts of the Project designated as the Transportation Management Plan. These strategies will include a Temporary Traffic Control plan (TMP), a Transportation Operations component, and a Community and Public Relations Plan component. The Policy and the anticipated work zone impacts of the Project shall determine the level of detail, content, and scope of the TMP. The primary component, the Temporary Traffic Control plan shall address traffic control and safety throughout and adjacent to the Project site. A secondary component, the Transportation Operations plan, will address management of traffic operations in the Project site and all adjacent areas impacted by the Project. The final component, the Community and Public Relations Plan, addresses communications with the public and entities impacted by the Project. The CONTRACTOR's Transportation Management Plan and its components shall comply with the requirements of this Agreement and subsequent Exhibits, Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) latest edition, and SCDOT policies, standard specifications and all addendums to the standard specifications, the typical traffic control standard drawings for road construction, and procedures.

## **F. Ownership of Documents**

1. The Project Documents are intended by the parties each to be a “work-made-for-hire” as used in 17 U.S.C. § 101, et seq., and SCDOT shall be the owner of the Project Documents and, except as expressly set forth otherwise in this clause F., all associated Intellectual Property.
2. Upon the Effective Date of this Agreement, CONTRACTOR grants SCDOT an irrevocable, transferable, perpetual, fully paid-up, worldwide, royalty-free, nonexclusive license, with right to grant sublicenses, to reproduce the Proprietary Intellectual Property and Project Documents for the purposes of, but not limited to, promoting, using, maintaining, upgrading, or adding to the Project. The foregoing license includes license to reproduce, modify, adapt, and disclose the Proprietary Intellectual Property in connection with the Project and any interstate or state highway, whether tolled, owned, or operated by SCDOT. The foregoing right to transfer is limited to any governmental entity that succeeds to SCDOT’s ownership of the Project.
3. Upon completion of the Project, SCDOT step-in, or upon early termination of this Agreement, CONTRACTOR shall provide all Project Documents to SCDOT in the format designated by SCDOT.
4. All Proprietary Intellectual Property shall remain exclusively the property of CONTRACTOR (or its subcontractors, suppliers, or vendors).
5. To the extent permitted by applicable law, SCDOT will not disclose any Proprietary Intellectual Property other than to authorized transferees and sublicensees that, to the extent permitted by applicable law, agree to be bound by the foregoing nondisclosure obligation relating thereto. Notwithstanding any provision of this Agreement to the contrary, in no event shall SCDOT or any of its directors, officers, employees, consultants or agents be liable to CONTRACTOR, any of its subcontractors, suppliers, or other vendors, or any affiliate of any of the foregoing, for any losses caused by, arising out of, relating to, or resulting from any breach of the duty of confidentiality set forth in this clause 5 and in clause 2 if such breach is not the result of gross negligence or intentional misconduct, and CONTRACTOR hereby irrevocably waives, and shall cause all such subcontractors, suppliers, and other vendors, to waive, any and all claims against SCDOT or the State of South Carolina to any such losses.
6. With respect to any Proprietary Intellectual Property owned by a person or entity other than CONTRACTOR, CONTRACTOR shall obtain from such owner, concurrently with the execution of any contract with such owner or in connection with the first use or adaptation of the Proprietary Intellectual Property for the Project, both for CONTRACTOR and SCDOT, a license on the same terms as described in clause 2 above. The foregoing requirement shall not apply, however, to mass-marketed software products (sometimes referred to as “shrink wrap software”) owned by such a person or entity, where such a license cannot be

extended to SCDOT using commercially reasonable efforts. The limitations imposed upon SCDOT described in clauses 2 and 5 above shall also apply to SCDOT's licenses in such Proprietary Intellectual Property.

7. Definitions. For purposes of this Article II.F., the following terms have the meanings ascribed:
  - a. Intellectual Property means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade names, trade secrets, trade secret rights, designs (registered and unregistered), design rights, utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project, Project design data or Project traffic data. Intellectual Property includes traffic management algorithms, and software used in connection with the Project (including software used for management of traffic on the Project), and associated source code and source code documentation. Intellectual Property is distinguished from physical construction and equipment itself and from other Project Documents (i.e., documents that disclose Intellectual Property).
  - b. Project Documents means any drawings, specifications, test data, inspection reports, QC documents, QA documents, daily diaries, other data, and any other documents (including plans, elevations, sections, details, diagrams, specifications, samples, drawings, sketches, charts, calculations, depictions, specifications, layouts, manuals, files, artwork, correspondence, and other submittals made under this Agreement), including those in electronic form, whether prepared by or on behalf of CONTRACTOR.
  - c. Proprietary Intellectual Property means Intellectual Property created, used, applied or reduced to practice in connection with the Project or with CONTRACTOR's scope of the work that derives commercial value from its protection as a trade secret under applicable law or from its protection under patent law.

#### **G. Construction Criteria**

CONTRACTOR shall construct the Project in accordance with all applicable Federal, State, and local statutes and regulations. All construction shall be performed in accordance with the following criteria, which are incorporated herein by reference and made a part hereof. The construction criteria are intended to be complementary and to describe and provide for a complete work. Where the following construction criteria conflict, the order of precedence shall be as listed below:

1. Approved Alternative Technical Concepts (ATCs) in CONTRACTOR's Response to RFP

2. Exhibit 4 – Project Design Criteria
3. Exhibit 5 – Special Provisions
4. Exhibit 6
5. Final Construction Plans provided by SCDOT
6. SCDOT Standard Drawings, effective as of the most recent Standard Highway Letting prior to the release of the Final RFP ([see Design Build Website - https://www.scdot.org/business/design-build.aspx](https://www.scdot.org/business/design-build.aspx))
7. SCDOT Supplemental Specifications and Supplemental Technical Specifications, effective as of the release of the Final RFP ([see Design Build Website - https://www.scdot.org/business/design-build.aspx](https://www.scdot.org/business/design-build.aspx))
8. SCDOT Standard Specifications for Highway Construction, effective as of the release of the Final RFP ([see Design Build Website - https://www.scdot.org/business/design-build.aspx](https://www.scdot.org/business/design-build.aspx))
9. SCDOT Construction Manual, effective as of the release of the Final RFP
10. Qualified Products Policies and Qualified Products List are available on SCDOT internet website.

## **H. Project Management**

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

this paragraph, “notice” shall require actual written notice to SCDOT or SCDOT’s Agent.

4. CONTRACTOR shall participate in various Project meetings with SCDOT as outlined below.
  - a) Project Management Progress Meetings
    - i. CONTRACTOR shall participate in weekly or bi-weekly meetings to review and discuss the progress of the design and construction of the Project. During these meetings, the CONTRACTOR will discuss the planned design and construction work for the week, as well as the planned work for the following three weeks. The CONTRACTOR shall ensure that the Project Manager, Lead Design Engineer, Construction Manager, and other appropriate personnel to include active subcontractors are available to participate in the progress meetings.
  - b) Executive Management Meetings
    - i. CONTRACTOR shall participate in monthly executive level management meetings to review and discuss the status of the Project. During the meetings, the parties will address any issues identified and discuss the causes, responsible party, impacts, and potential solutions with the mutual goal of finding the most effective solutions for issue resolution. The CONTRACTOR shall make the Project Executive, Project Manager, and other relevant personnel, including company executives not directly associated with the project, available to participate in these meetings.
5. In the event a dispute arises, the parties shall first attempt to resolve it informally and directly using the Issue Resolution Ladder, recognizing the urgency of resolving disputes promptly and that time is of the essence. The Issue Resolution Ladder is the process for elevating disputes from the field level to higher levels of review, including executive management if necessary, with defined durations for each level of review. The objective of the Issue Resolution Ladder is to resolve disputes as close to the field level as possible while acknowledging the necessity to escalate issues to a higher level before they impact the Project’s cost or schedule. Prior to determining a delay has occurred that would involve the submission of a contractor notice of claim, this procedure shall be followed.
  - a) The Issue Resolution Ladder shall consist of six levels of review, each with corresponding durations, as outlined below:

<b>Level of Review</b>	<b>Contractor Reviewer</b>	<b>SCDOT Reviewer</b>	<b>Time Limit</b>
6	Executive Officer	Construction Alternative Delivery Engineer	10 Business Days
5	Project Manager	Alternative Delivery Construction Manager	5 Business Days
4	Project Manager	District Construction Engineer	72 hours
3	Project Manager	Resident Construction Engineer (RCE)	24 hours
2	Construction Manager	Assistant RCE/Field Engineer	5 hours
1	Superintendent	Inspector	1 hour

- b) During the Preconstruction / Partnering conference, the project team shall identify the individuals from both SCDOT and CONTRACTOR’s organizations who will fill the roles of reviewers in the Issue Resolution Ladder, as well as the required documentation for each level of review in the Issue Resolution Ladder.
- c) If reviewers at any level of the Issue Resolution Ladder are unable resolve a dispute within the specified time limits, they shall elevate the dispute to the next level of review.

**I. Control of the Work**

1. CONTRACTOR shall determine the appropriate means, methods and scheduling necessary to complete the work timely and in accordance with all construction requirements. SCDOT and FHWA, if applicable, will have the right to review and inspect the work at any time.
2. If, at any time, SCDOT observes or has actual notice of any fault or defect in CONTRACTOR’s performance of this Agreement, SCDOT will comply with the provisions of Article XVII, Default, Suspension and Termination. SCDOT is not required to discover or to accept defective or faulty work. SCDOT’s right to have defective or faulty work promptly corrected shall not be waived by any action of SCDOT.
3. SCDOT will have the authority to suspend the work, in accordance with Article XVIII of this Agreement.

**J. Contract Deliverables**

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

1. Contract Deliverable Matrix
2. All deliverables as specified in Exhibit 4z\*
3. CPM Schedule, as specified in Article IV
4. Design Review Submittal Schedule including Gantt Chart of Submittals\*
5. Schedule of Values, as specified in Exhibit 2
6. Design QC Plan\*
7. Construction QC Plan
8. Clearing and Grubbing Plan
9. SCDHEC Notice of Intent (NOI) for Stormwater Discharges Covered Under SC NPDES Construction General Permit SCR160000) & Storm Water Pollutant Prevention Plan and signed Contractor Certification Form (SCDHEC 0437)
10. Wetland and Stream Mitigation
11. Crane Operator Documents
12. Community and Public Relations Support Plan, as specified in Article X and Exhibit 5
13. EEO and OJT Requirements as specified in Article XIX & Exhibit 5
14. DBE Requirements as specified in Article XVIII and SCDOT DBE Supplemental Specification.
15. Right-of-Way documents, as specified in Article VIII
16. Escrow Proposal Documents
17. CONTRACTOR's Materials Certification
18. HAZMAT surveys for structures not already surveyed, SCDHEC Notice of Demolition for RCE Signature



19. Utility Coordination Reports, including Utility Agreements, and Supporting Documentation
20. Right of Way Plats and Monuments (per Preconstruction Advisory Memorandum #8)
21. Shop Plans and Working Drawings
22. As-Built Plans

**K. Incorporation of ATCs**

1. In the event that the approved ATCs incorporated into the Contract Documents require additional third-party approvals, governmental approvals, permits, analysis, assessment, or findings prior to implementation, CONTRACTOR shall (a) be solely responsible for the cost and schedule impact of any related review, analysis, assessment, approvals, permits and findings; (b) be solely responsible for the risk that any approvals, permits or findings are not granted, issued, approved or obtained or timely granted, issued, approved or obtained; and (c) not be entitled to any increase in the Contract Price or extension of the Contract Time as a result of any delay or cost associated with any such approvals, permits, analysis, assessment, or findings related to such ATC, including the inability to obtain any approvals, permits or findings.
2. If the Contract incorporates any approved ATCs and: (a) CONTRACTOR does not comply or is unable to comply with one or more of SCDOT conditions, restrictions, or other constraints on implementation imposed in connection with approval of the ATC, (b) CONTRACTOR is unable to obtain any approval, permit, or finding required for the ATC, or (c) the ATC otherwise proves to be infeasible, then CONTRACTOR shall comply with the Contract requirements that would have been applicable but for the ATC, without any increase in the Contract Price, extension of the Contract Time or any other entitlement to a change order hereunder. In such case and depending upon the circumstances (including if CONTRACTOR fails to use all reasonable efforts to implement the ATC or obtain any such approvals, permits, or findings, SCDOT may also be entitled to (i) a reduction in the Contract Price in an amount equal to the estimated value of the ATC on the Cost Proposal, as reasonably determined by SCDOT, but which in no event shall be less than cost (plus mark-up and profit) of the ATC as reflected in the Cost Proposal, and (ii) a reduction in the Contract Time in an amount equal to the estimated schedule savings as a result of the ATC not being implemented, as reasonably determined by SCDOT.
3. ATCs submitted by unsuccessful Proposers who have accepted the stipend may, in SCDOT's sole discretion, be presented to CONTRACTOR as a Contract Change Request.

## L. Subcontracts

1. CONTRACTOR shall retain or cause to be retained only subcontractors that are qualified, experienced and capable in the performance of the portion of the work assigned. CONTRACTOR shall assure that each subcontractor has at the time of execution of the corresponding subcontract, supply agreement, or other vendor contract, and maintains at all times during performance of the assigned work, all licenses required by applicable laws. For purposes of this clause, “subcontract, supply agreement, or other vendor contract” shall be referred to as a “Subcontract.”
2. The retention of subcontractors by CONTRACTOR will not relieve CONTRACTOR of its responsibility hereunder or for the quality of the work or materials provided by it. CONTRACTOR shall supervise and be fully responsible to SCDOT for the acts, omissions, negligence, intentional misconduct, or breach of applicable law, contract, governmental approval or permit by any subcontractor, vendor, supplier, or other contractor to CONTRACTOR (a “subcontractor”, or by any member or employee of CONTRACTOR or any such subcontractor, vendor, supplier, or other contractor (each, a “Contractor-Related Entity”), as though CONTRACTOR directly employed all such individuals. No subcontract entered into by CONTRACTOR will impose any obligation or liability upon SCDOT to any such subcontractor or any of its employees. Nothing in this Agreement will create any contractual relationship between SCDOT and any subcontractor.
3. Each Subcontract shall:
  - a. Set forth a standard of professional responsibility or a standard for commercial practice equal to the requirements of this Agreement and prudent industry practices for work of similar scope and scale and shall set forth effective procedures for claims and change orders.
  - b. Require the subcontractor to carry out its scope of work in accordance with this Agreement, all applicable governmental approvals and permits, and applicable law.
  - c. Physically Include Form FHWA-1273.
  - d. Incorporate the general wage decisions applicable to the Project.
  - e. Without cost to CONTRACTOR or SCDOT, expressly permit assignment to SCDOT or its successor, assign or designee of all CONTRACTOR’s rights under the Subcontract, contingent only upon delivery of request from SCDOT following termination of this Agreement, allowing SCDOT or its successor, assign or designee to assume the benefit of CONTRACTOR’s rights with liability only for those remaining obligations of CONTRACTOR accruing after the date of assumption, such assignment to include the benefit of all subcontractor warranties, indemnities, guarantees and professional responsibility.

- f. Expressly state that any acceptance of assignment of the Subcontract to SCDOT or its successor, assign or designee shall not operate to make the assignee responsible or liable for any breach of the Subcontract by CONTRACTOR or for any amounts due and owing under the Subcontract for work or services rendered prior to assumption (but without restriction on the Subcontractor's rights to suspend work or demobilize due to CONTRACTOR's breach).
- g. Expressly include a covenant to recognize and attorn to SCDOT upon receipt of notice from SCDOT that it has exercised its rights under this Agreement (including specifically step-in rights in the context of Contractor Defaults), without necessity for consent or approval from CONTRACTOR or to determine whether SCDOT validly exercised its rights, and CONTRACTOR's covenant to waive and release any claim or cause of action against the subcontractor arising out of or relating to its recognition and attornment in reliance on any such notice.
- h. Not be assignable by the subcontractor to any person or entity other than SCDOT (or its assignee) without CONTRACTOR's prior consent.
- i. Not be assignable by the CONTRACTOR to any person other than SCDOT (or its assignee) without SCDOT's prior consent.
- j. Expressly include requirements that the Subcontractor will: (i) maintain usual and customary books and records for the type and scope of business operations in which it is engaged (e.g., constructor, equipment supplier, designer, service provider); (ii) permit audit thereof with respect to the Project or work by each of CONTRACTOR, FHWA and SCDOT pursuant to this Agreement, (iii) provide progress reports to CONTRACTOR appropriate for the type of work it is performing sufficient to enable CONTRACTOR to provide the reports it is required to furnish SCDOT under this Agreement.
- k. Include the right of CONTRACTOR to terminate the Subcontract in whole or in part upon any termination by SCDOT of this Agreement for SCDOT's convenience without liability of CONTRACTOR or SCDOT for the subcontractor's lost profits, business opportunity, or any consequential, incidental, indirect, special, or punitive damage.
- l. Expressly require the Subcontractor to participate in meetings between CONTRACTOR and SCDOT, upon SCDOT's request, concerning matters pertaining to such Subcontract or its work.
- m. Include an agreement by the subcontractor to give evidence in any dispute resolution proceeding pursuant to this Agreement, if such participation is requested by either SCDOT or CONTRACTOR.
- n. Expressly include a provision prohibiting cross-contract offset between the parties thereto, meaning that if a subcontractor is performing work on multiple

contracts for the other party to the Subcontract or the other party's affiliates, the other party or its affiliate shall not withhold payment from the subcontractor on its Subcontract because of disputes or claims on another contract.

- o. Expressly require the subcontractor to make payments to sub-subcontractors, and be liable for interest payments to sub-subcontractors, under applicable law.
  - p. Contain no waiver of the prompt payment protections for the subcontractor provided under applicable law.
  - q. Expressly provide that all claims and charges of the subcontractor and its subcontractors at any time shall not attach to any interest of SCDOT in the Project or the Project ROW.
  - r. Expressly include a covenant, expressly stated to survive termination of the Subcontract, to promptly execute and deliver to SCDOT a new contract between the subcontractor and SCDOT on the same terms and conditions as the Subcontract, in the event: (i) the Subcontract is rejected by CONTRACTOR in bankruptcy or otherwise wrongfully terminated by CONTRACTOR; and (ii) SCDOT delivers request for such new contract following termination or expiration of this Agreement.
  - s. Be consistent in all other respects with the terms and conditions of this Agreement to the extent such terms and conditions are applicable to the scope of work of such subcontractors, and include all provisions required by this Agreement.
  - t. Expressly require the Subcontractor to notify CONTRACTOR and SCDOT, in writing, promptly following any determination by any federal or state department or agency that the subcontractor is disqualified, suspended, debarred, or otherwise excluded from bidding, proposing, or contracting with any such federal or state department or agency.
- 4. CONTRACTOR shall not amend any Subcontract with respect to any of the foregoing matters without the prior consent of SCDOT.
  - 5. CONTRACTOR shall not enter into any Subcontracts with any person or entity then debarred or suspended from submitting bids by any agency of the State.
  - 6. Additional Requirements Relating to Subcontracts
    - a. Prior to any subcontractor performing any work on the Project, CONTRACTOR shall submit the Subcontractor/Hauler Approval Request Form for approval. SCDOT reserves the right to request the subcontract at any time. If requested by SCDOT, then CONTRACTOR shall submit a true and complete copy of the proposed Subcontract to SCDOT for such review and approval. SCDOT may disapprove any proposed Subcontract for reasons to include but not limited to default or delinquency of subcontractor.

7. Subcontracts with Affiliates

- a. For purposes of this clause, “Affiliate” means (i) any equity member of CONTRACTOR, (ii) any person or entity who directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with CONTRACTOR or any such equity member, or (iii) any person or entity for which ten percent or more of the equity interest in such person or entity is held directly or indirectly, beneficially, or of record, by CONTRACTOR, any such equity member, or any affiliate of any person or entity described under clause (ii). “Control” means the possession, directly or indirectly, of the power to cause the direction of the management of an entity, whether through voting rights, securities, by contract, family relationship, or otherwise.
- b. CONTRACTOR shall have the right to have work and services performed by Affiliates only under the following terms and conditions (in addition to all other general requirements for Subcontracts set forth in this Agreement):
  - (i.) CONTRACTOR shall execute a written Subcontract with the Affiliate;
  - (ii.) The Subcontract shall comply with all applicable provisions of this clause, be consistent with prudent industry practices, and be in form and substance substantially similar to Subcontracts then being used by CONTRACTOR or Affiliates for similar work or services with unaffiliated subcontractors;
  - (iii.) The Subcontract shall set forth the scope of work and services and all the pricing, terms and conditions respecting the scope of work and services;
  - (iv.) The pricing, scheduling and other terms and conditions of the Subcontract shall be no less favorable to CONTRACTOR than those that CONTRACTOR could reasonably obtain in an arms’ length, competitive transaction with an unaffiliated Subcontractor. CONTRACTOR shall bear the burden of proving that the same are no less favorable to CONTRACTOR; and
  - (v.) No Affiliate shall be engaged to perform any work or services which this Agreement states are to be performed by an independent or unaffiliated party.
  - (vi.) No Affiliate shall be engaged to perform any work or services that would be inconsistent with prudent industry practices.
- c. CONTRACTOR shall make no payments to Affiliates for work or services in advance of provision of such work or services, except for reasonable mobilization payments or other payments consistent with arm’s length, competitive transactions of similar scope.

### III. CONTRACT PRICE/CONTRACT PAYMENTS

#### A. Contract Price

The “Contract Price” shall be \$ \_\_\_\_\_. In consideration for the Contract Price, CONTRACTOR shall perform all of its responsibilities under the Contract. The Contract Price shall include all work identified in the Agreement and subsequent Exhibits and as identified in the Cost Proposal Bid Form – **EXHIBIT 1**.

#### B. Contract Price Adjustments

##### 1. Allowable adjustments

When expressly permitted hereunder, only to the extent so permitted, and except as otherwise expressly stated with respect to an aspect of the work (or basis for a change to the Contract Price), the Contract Price may be added to or deducted from as a result of any of the following:

- a. A “Change” or “Force Account Directive”.
- b. Differing site condition as set forth in Article XIII.
- c. Suspension for Convenience as set forth in Article XVII.
- d. Intentional or bad faith acts or omissions by SCDOT that unreasonably interfere with CONTRACTOR’s performance and cause delay of work on the critical path of the Project.
- e. Changes in legal requirements or regulations that are effective subsequent to the date of submission of CONTRACTOR’s response to the RFP.
- f. Discovery of hazardous materials not previously identified in Exhibit 4 Project Design Criteria and Attachment B as set forth in Article XI
- g. Discovery of archeological or paleontological sites not previously identified as set forth in Article X.
- h. Actual Premium Right Of Way Acquisition Costs as set forth in to Article VIII. No additional amount for overhead, profit, bonds and insurance will be considered for this item.
- i. Adverse Utility Adjustments impacts meeting the requirements as set forth in Article VII.

If the critical path is not affected, the Contract Price may be adjusted as follows. The additional 10% adjustment accounts for costs attributable to profit and all overheads.

$$\text{Allowable Contract Price Adjustment} = \text{Direct Costs} + (10\% \times \text{Direct Costs})$$

If the critical path is affected, the Contract Price may be adjusted as follows. The additional 10% adjustment accounts for costs attributable to profit and all overheads (except Extended Job Site).

$$\begin{aligned} \text{Allowable Contract Price Adjustment} \\ &= \text{Direct Costs} + \text{Extended Job Site Overhead} \\ &+ (10\% \times (\text{Direct Costs} + \text{Extended Job Site Overhead})) \end{aligned}$$

Extended Job Site Overhead equals the Rate (D), established in Exhibit 5, times an approved Time Extension.

Other than as provided above, the Contract Price shall not be increased for Contract Time extensions or, except as expressly stated otherwise herein, delay damages. Contract Price adjustments shall be documented by change order through the Contract Change Request process signed by both parties and shall be reflected immediately in a revision to the Schedule of Values. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this Agreement.

## 2. Changes

- a. A “Change” shall be any deviation or variation from the Project Scope or the Project Criteria. No Change shall be implemented without the express written approval of SCDOT.
- b. SCDOT or the CONTRACTOR may initiate a “Contract Change Request” in writing via the Contract Requests process in Exhibit 5. If SCDOT approves the change, CONTRACTOR shall perform the services as changed.

## 3. Force Account Directive

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

## 4. Direct Costs

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

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers’ compensation insurance;
- b. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- c. Actual costs of machinery and equipment owned by CONTRACTOR or any affiliated or related entity exclusive of hand tools;
- d. Actual costs paid for rental of machinery and equipment exclusive of hand tools;
- e. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes; and
- f. Costs incurred or fees paid for design work related to the change or event.

### **C. Contract Payments**

#### 1. Schedule of Values

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

#### 2. Mobilization

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

#### 3. Periodic Progress Payment Applications

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



and materials are protected by suitable insurance and (iii) upon payment, SCDOT will receive title to the equipment and materials free and clear of all liens and encumbrances.

#### 4. Periodic Progress Payments

SCDOT will review each application for payment and respond within seven calendar days. SCDOT will generate an “Estimate Summary to Contractor” and “Contractor Concurrence Form” for CONTRACTOR review. The “Contractor Concurrence Form”, with the attached “Estimate Summary to Contractor”, shall be the undisputed application for payment. SCDOT will make each payment within 21 calendar days of the receipt of the corresponding undisputed application for payment. In the event of a dispute over the quality of work or percentage of the Project completed, SCDOT’s decision is controlling and final. Payment by SCDOT will not preclude or estop SCDOT from correcting any measurement, estimate, or certificate regarding the percentage completion of the Project, and future payments may be adjusted accordingly.

#### 5. Prompt Payment of Subcontractors

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

#### 6. Withholding of Payment

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

- a. Any CONTRACTOR default as set forth in Article XVII;
- b. Reasonable evidence that the Work will not be Substantially Complete within the Construction Time as adjusted and that the unpaid balance of the Contract Price will not be adequate to cover Liquidated Damages for the actual unexcused delay;
- c. Any fines or other charges to SCDOT due to CONTRACTOR’s failure to comply with permit requirements or other regulations;
- d. Notice of cancellation of insurance;
- e. Violation of QC plan requirements;

#### **D. Retainage**

Provided the Project is proceeding satisfactorily, SCDOT will not withhold retainage. However, if at any time SCDOT determines that CONTRACTOR fails to meet contract

terms or the Project is not proceeding satisfactorily, SCDOT may retain up to 10% of the Contract Price as retainage.

#### IV. CONTRACT TIME

##### A. Project Schedule

1. Time for Completion of Project: Time is of the essence. The Project shall be Substantially Complete within 945 calendar days from Notice to Proceed. The Notice to Proceed shall be no later than 45 days from the effective date of the Agreement. Final Completion shall be reached as defined in paragraph 5 below.
  - a. Contract Time shall be the number of calendar days from effective date of agreement to Final Completion.
  - b. For currently closed bridges, the CONTRACTOR shall provide the Resident Construction Engineer a written Notice of Demolition indicating the effective date for bridge demolition. Notice of Demolition shall be submitted to the Resident Construction Engineer a minimum of 30 days prior to beginning bridge demolition. Site Specific Construction Time for currently closed bridges is defined as calendar days from the effective date of demolition set forth by the Notice of Demolition to Substantial Work Completion on the Project. Each bridge shall be substantially complete within the calendar days specified in the table below.
  - c. For the S-39-26, S-23-102, S-39-32, S-23-94, S-23-41, and the S-23-310 bridge sites, the CONTRACTOR shall provide the Resident Construction Engineer a written Notice of Closure indicating the effective date for the full closure of the S-39-26, S-23-102, S-39-32, S-23-94, S-23-41, and the S-23-310 to through traffic. Notice of Closure shall be submitted to the Resident Construction Engineer a minimum 30 days prior to official closure of the bridge. Construction time will start when the bridge is fully closed to traffic. A travel lane in one direction may be closed prior to the Notice of Closure if all traffic movements are accommodated under a two-way, one-lane operation.
  - d. For S-23-94, construction shall take place primarily during the summer break; between the last day of school to the first day of school for the Greenville County School District 2025-2026 or 2026-2027 Calendars. See Site Specific Construction Times below for both close and detour and off-alignment options. Off-alignment construction shall result in two lanes remaining open at all times except during allowable single lane closures. The Substantial Completion Date at this site, regardless of construction staging, will be the day prior to school beginning based on the applicable Greenville County School District Calendar. If this site is constructed off-alignment, Site Specific Construction Time shall begin with placement of permanent construction signs.

Bridge Package 19  
GREENVILLE AND PICKENS COUNTIES

- e. Contractor may perform clearing and grubbing and utility relocations in advance of the Notice of Closure/Demolition provided detour/construction signage is in place.

Number	Route	Crossing	County	Asset Number	Maximum Site Specific Construction Time [calendar days]
1	S-23-40	SOUTH SALUDA RIVER	GREENVILLE	2540	150*
2	S-23-40	SALUDA OVERFLOW	GREENVILLE	2541	90*
3	S-39-26	TRIB TO SALUDA RIVER	PICKENS	5605	90
4	S-23-102	ARMSTRONG CREEK	GREENVILLE	3308	120
5	S-39-32	CROW CREEK	PICKENS	3448	120
6	S-23-94	SUBER BRANCH	GREENVILLE	4129	80 (close and detour) 120 (off alignment)
7	S-23-41	MIDDLE SALUDA RIVER	GREENVILLE	4329	120
8	S-23-310	LANGSTON TRIBUTARY	GREENVILLE	4543	120

\*Bridges that are currently closed to traffic shall be designed and constructed first.

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

is received and accepted by SCDOT. Update the baseline CPM schedule for monetary and quantitative tracking purposes as RFC plans are developed.

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

#### 4. Progress Review Meetings:

- a. Review Meetings shall be held between CONTRACTOR and SCDOT at least every 2 weeks. Periodic construction meetings shall be held by CONTRACTOR with its consultants and subcontractors to coordinate the work, update the schedule, provide information and resolve potential conflicts.
  - b. SCDOT and CONTRACTOR will hold a regular CPM Progress Meeting at which all principal parties are expected to attend. These meetings will be held the week before the application for payment is due so that job progress will coincide with the payment application. At this meeting, CONTRACTOR shall provide the most recent schedule with notations showing actual start dates, actual finish dates, and activity progress. If the schedule provided indicates an actual or potential delay to the completion of the Contract, CONTRACTOR shall provide a narrative identifying the problems, causes, the activities affected and describing the means and methods available to complete the Project by the Contract Time.
5. Final Completion: Final Completion shall be achieved within 90 calendar days of Substantial Completion as defined in this Agreement. When CONTRACTOR believes that all elements of its work on the Project, including all of the requirements of the Contract, have been completed, it shall notify SCDOT in writing. Within 30 days thereafter, SCDOT will acknowledge project completion or will advise CONTRACTOR in writing of any aspect of the Contract or the Project Scope that is incomplete or unsatisfactory. CONTRACTOR shall complete all corrective action within thirty (30) days after written notification of incomplete or unsatisfactory items. CONTRACTOR will notify SCDOT in writing upon completion of necessary corrective action. SCDOT will verify satisfactory completion of the corrective action in writing to CONTRACTOR. The number of days referenced above to achieve Final Completion does not include SCDOT's review period and the CONTRACTOR's corrective action time. Upon verification, the Project shall be deemed to have achieved Final Completion.
6. Inspection/Acceptance; No Waiver: No inspection, acceptance, payment, partial waiver, or any other action on the part of SCDOT will operate as a waiver of any portion of this Agreement or of any power reserved herein or any right to damages or other relief, including any warranty rights, except insofar as expressly waived by SCDOT in writing. SCDOT will not be precluded or estopped by anything contained herein from recovering from CONTRACTOR any overpayment as may be made to CONTRACTOR.

## **B. Time Extensions**

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

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

### **C. Owner's Right to Stop Work**

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

### **D. Liquidated Damages**

1. CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$10,000.00 for each day for which S-23-94 is not substantially complete and \$2,200.00 for each day for which all other sites are not substantially complete, as defined in Article IV.
2. CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$1,000.00 for each day for which the Project is not substantially complete, as defined in Article IV.

3. CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$500.00 for each day at each bridge that Final Completion, as defined in Article IV, is not achieved.
4. CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$500.00 for each day that Final Completion, as defined in Article IV, is not achieved.
5. The parties acknowledge, recognize and agree that because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by SCDOT as a result of the CONTRACTOR's failure to complete the Project as specified in the Contract. Therefore, any sums payable under this provision are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure. Liquidated damages are SCDOT's sole remedy for delayed completion; however, liquidated damages do not apply to CONTRACTOR's liability for other contractual breaches, duties, or obligations.

## V. CONSTRUCTION QUALITY ASSURANCE PROGRAM

### A. CONTRACTOR's Responsibilities

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

1. Quality Control Plan: CONTRACTOR shall submit a Quality Control (QC) Plan that outlines how CONTRACTOR shall assure that the materials and work are in compliance with the contract documents. The initial plan shall be submitted to SCDOT for review and approval at least five business days prior to the beginning of any construction activity. The plan shall be updated as necessary prior to the start of any specific construction operation. The plan shall include a list of SCDOT certified personnel responsible for management and quality control of the Project, and define the authority of each individual. The plan shall also include how CONTRACTOR will monitor quality and deal with failing materials. The QC Plan shall include the QC testing and sampling frequencies and shall indicate the frequency at which the QC Manager will provide QC test results to SCDOT. CONTRACTOR shall include a summary of quantities to SCDOT for the purposes of meeting the minimum acceptance and independent assurance sampling and testing requirements for the Project.
2. Personnel: CONTRACTOR shall provide a sufficient number of SCDOT certified personnel to adequately control the work of the Project. Any personnel required to obtain samples or conduct material testing shall be SCDOT certified. CONTRACTOR shall provide SCDOT with copies of each individual's certifications for review and approval by SCDOT. Approved CONTRACTOR QC

personnel shall be on the job at all times that permanent work items and materials are being incorporated into the project. CONTRACTOR's QC personnel shall not have any other project responsibilities.

3. CONTRACTOR Testing: Notwithstanding any required sampling and testing stipulated in Article II.G, the CONTRACTOR should establish additional sampling and testing to ensure that all workmanship and materials are in compliance with the contract requirements. Although not used for acceptance, QC testing and inspection shall ensure that quality has been incorporated into all elements of work prior to requesting acceptance testing and inspection. The QC Program should be sufficient in scope to remedy repeated discoveries of non-compliant work by those performing acceptance inspection and testing. Repeated observations of QC quality shortfalls shall be considered a breakdown of the QC program and shall be cause for investigation and corrective action prior to commencement of work areas affected. Corrective action may include the addition of new QC procedures, revision to existing QC procedures, re-training of QC personnel, removal and replacement of QC personnel, or other such actions which will restore the effectiveness of the QC program. All QC testing shall be performed in accordance with existing AASHTO, ASTM, or test methods used by SCDOT. The cost of these activities will be borne by CONTRACTOR.
4. Testing Laboratories: Hot Mix Asphalt testing laboratories require SCDOT certification. All other testing laboratories used on the Project must be AASHTO certified and approved by SCDOT 30 days prior to beginning the portion of work for which the laboratory will be performing the testing.
5. Mix Designs: Copies of all initial hot-mix asphalt mix designs and Portland Cement Concrete mix designs, along with supporting data, shall be submitted to SCDOT for review at least five business days prior to use. All hot-mix asphalt mix designs will be prepared by personnel certified in Mix Design Methods. Portland Cement Concrete mix designs will be prepared by a certified concrete technician or a Professional Engineer. The Portland Cement Concrete mix proportions given in the specifications are to be followed. CONTRACTOR shall design the mix to obtain the strength and water/cement ratios given in the specifications, and shall provide workability, air content, gradation and suitable set times as set forth in the Standard Specifications. The SCDOT will be notified of any revisions to CONTRACTOR's mix design. Copies of such revisions will be sent to SCDOT for review at least 10 business days prior to use.
6. Materials Certifications: CONTRACTOR's QC Manager shall submit all material certifications to SCDOT prior to the CONTRACTOR incorporating the material into the project.



## **B. SCDOT Responsibilities**

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

1. Acceptance Testing: SCDOT personnel assigned to the Project, or qualified personnel retained by SCDOT, will conduct sampling and testing, separate from CONTRACTOR's testing, at the frequencies set forth in SCDOT's Quality Acceptance Sampling and Testing Guide. This testing will be used by SCDOT to determine the acceptability of the materials. All sampling and testing will be in accordance with existing AASHTO, ASTM, or SC test methods used by SCDOT. The cost of these activities will be borne by SCDOT. CONTRACTOR's QC Manager is required to coordinate all activities closely with SCDOT to allow the necessary acceptance testing to be conducted prior to proceeding to the next operation. The disposition of failing materials must be approved by SCDOT.
2. Independent Assurance Testing: SCDOT will be responsible for conducting Independent Assurance Testing. Personnel performing these tests will be SCDOT employees or qualified persons retained by SCDOT. Persons performing these tests will not be involved in Acceptance Testing. This testing will be used to ensure that proper sampling and testing procedures are being followed, and that testing equipment is functioning properly. This testing will consist of observing sampling and testing by both SCDOT personnel performing Acceptance Testing and CONTRACTOR personnel performing Quality Control Testing, as well as taking split samples for the purposes of comparison testing. Independent Assurance Testing will be at an approximate frequency of one-tenth of the Acceptance Testing frequency. Independent Assurance test results will not be used for acceptance. The cost of these activities will be borne by SCDOT.
3. Materials Certification: SCDOT will be responsible for preparing the Materials Certification as required by the FHWA on federally funded projects.

## **C. CONTRACTOR's Obligation**

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

## **VI. INSURANCE AND BONDING**

### **A. Insurance**

1. CONTRACTOR shall purchase and maintain insurance using a company or companies that maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to SCDOT. The insurance described below shall be maintained uninterrupted for the duration of the Project, including warranty periods, and shall

protect CONTRACTOR from claims set forth below which may arise out of or result from CONTRACTOR's operations under the Contract, whether such operations be performed by CONTRACTOR or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

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

a. Workers' Compensation, including: Worker's Compensation Insurance/Employer's Liability	<table border="0"> <tr> <td style="padding-right: 20px;">State Statutory limits</td> <td>Employer's Liability</td> </tr> <tr> <td></td> <td>\$100,000 per accident</td> </tr> <tr> <td></td> <td>\$500,000 per disease</td> </tr> <tr> <td></td> <td>\$100,000 each employee</td> </tr> </table>	State Statutory limits	Employer's Liability		\$100,000 per accident		\$500,000 per disease		\$100,000 each employee
State Statutory limits	Employer's Liability								
	\$100,000 per accident								
	\$500,000 per disease								
	\$100,000 each employee								
b. Commercial General Liability	<table border="0"> <tr> <td>\$1,000,000 per occurrence</td> </tr> <tr> <td>\$2,000,000 annual aggregate</td> </tr> </table>	\$1,000,000 per occurrence	\$2,000,000 annual aggregate						
\$1,000,000 per occurrence									
\$2,000,000 annual aggregate									

Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 (or substitute for providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-

completed operations, contractual liability and personal injury and advertising injury. The policy shall contain the per project endorsement.

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

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

- d. Umbrella Liability Coverage                    \$5,000,000 per occurrence  
    \$10,000,000 annual aggregate

The general aggregate limit shall apply separately to the Project.

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

This policy shall cover all claims arising from the performance of professional services on the Project (Professional Liability also known as Errors and Omissions Insurance). Evidence of such insurance shall be provided to SCDOT at the time of the execution of the Agreement. This policy is written on a claims-made basis and CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of eight (8) years beginning at the time worked under this Contract is completed. CONTRACTOR shall obtain, or require the Lead Designer to obtain, Professional Liability insurance for this Project.

- 3. Certificates of Insurance acceptable to SCDOT will be provided to SCDOT prior to execution of this Agreement. These certificates shall name SCDOT as an additional insured under the Commercial General Liability (CGL) arising out of both the on-going operations and completed operations of CONTRACTOR. Such additional insured coverage shall be endorsed to Contractor's CGL policy using ISO Additional Insured Endorsement form CG 2010 (10/01) and CG 2037 (10/01) or a substitute providing equivalent coverage, and included under the commercial umbrella. CONTRACTOR shall maintain continual additional insured status for SCDOT under the products-completed operations coverage for eight years after Substantial Completion. CONTRACTOR shall also name SCDOT as additional insured under Business Automobile and Umbrella policies and reference the Project to which the certificate applies. The policies must contain a provision that coverage afforded will not be canceled until at least 30 days prior written notice has been given to SCDOT and that the policies cannot be cancelled for non-payment of premiums until at least 10 days prior written notice has been provided to SCDOT. Send Notice of Cancellations to Director of Construction Room 330, PO Box 191, Columbia, SC 29202. Make certain that the policies are endorsed to reflect this requirement. Verification of additional insured status shall be furnished to SCDOT

by including a copy of the endorsements with the Certificate of Insurance. This insurance, including insurance provided under the commercial umbrella shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by, SCDOT. CONTRACTOR'S deductibles shall not exceed \$250,000 without written consent of the SCDOT and that the certificates show the deductible amounts. CONTRACTOR shall provide a notarized letter from a Certified Public Accountant showing that they have the financial ability to cover the amount of the deductible at the time of the execution of the agreement and for every year thereafter until the insurance obligation ends.

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

8. CONTRACTOR is not required to purchase Builder's Risk Insurance; however, CONTRACTOR must bear all risk normally covered by Builder's Risk Insurance. If CONTRACTOR purchases Builder's Risk Insurance, it shall be at its own cost.
9. After Final Completion of the work, CONTRACTOR shall maintain CGL, professional liability, and commercial umbrella coverage to include liability coverage for damage to insured's completed work equivalent to that provided under ISO CG 00 01 for eight years after substantial completion.
10. By execution of the contract, the CONTRACTOR accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of SCDOT to identify a deficiency in the Certificate of Insurance submitted by the CONTRACTOR's insurance agent as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver of the CONTRACTOR's obligation to provide and maintain the required insurance for the duration of the contract. The CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The CONTRACTOR is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

## **B. Bonding**

1. CONTRACTOR shall at the time of the execution of this Agreement, provide SCDOT the following bonds:
  - a. A Performance and Indemnity Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.
  - b. A Payment Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.
2. These bonds shall be in accordance with the requirements of S.C. Code Ann. §57-5-1660, (1976 as amended) and S.C. Code Ann. §29-6-250 (2000). Bonds shall be issued by a surety company licensed in the State of South Carolina with an "A" minimum rating of performance as stated in the most current publication of "A.M. Best Key Rating Guide, Property Liability" and signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide.
3. CONTRACTOR shall also provide a warranty bond, acceptable to SCDOT, in the amount of \$500,000 to cover the warranty obligations of the contract.

## **VII. UTILITIES AND RAILROAD COORDINATION**

### **A. Utilities**

1. As part of the Project Scope, CONTRACTOR shall have the responsibility of coordinating the Project construction and demolition activities with all utilities that may be affected. CONTRACTOR shall be responsible for the cost of all utility coordination unless defined otherwise herein. If applicable, all temporary relocation costs as well as any other conflict avoidance measures shall be the responsibility of the CONTRACTOR. For those utilities that have prior rights SCDOT will be responsible for permanent relocation costs as defined by the Federal code. For those utilities where the CONTRACTOR determines that the SCDOT has prior rights, CONTRACTOR may exercise these rights and require the utility company to bear the costs of relocation. If there is a dispute over prior rights, SCDOT shall be responsible for resolving the dispute. SCDOT shall have final determination of the utility's prior rights.
2. For those utilities requiring relocation, CONTRACTOR shall conform with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way", the applicable State laws, and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B. The CONTRACTOR is responsible for all costs associated with relocating utilities owned by SCDOT.
3. The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. If said utility companies interfere or fail to relocate conflicting utilities in a timely manner, SCDOT may, on an individual basis, consider a time extension for utility company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the utility relocation, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays in utility relocations. CONTRACTOR shall meet with the Department's Utilities Office within 30 days of the Notice to Proceed to gain a full understanding of what is required with each utility submittal.
4. CONTRACTOR shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. If there is a dispute between the CONTRACTOR and SCDOT as to whether a utility relocation is required, SCDOT shall have the final determination. Additional utility relocations desired by the CONTRACTOR for but not limited to construction staging, access or convenience, shall be the sole responsibility of CONTRACTOR and all associated costs shall be borne by the CONTRACTOR.
5. CONTRACTOR shall initiate early coordination with all utilities and provide the utility companies with design plans for their use in developing Relocation Sketches as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. If a party other than the utility

company prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.

6. CONTRACTOR shall be responsible for collecting and submitting to SCDOT the following from each utility company that is located within the project limits:
  - a. **Relocation Sketches** including letter of “no cost” where the company does not have a prior right;
  - b. **Utility Agreements** including documentation of prior rights, cost estimate and relocation plans where the company has a prior right; and/or
  - c. **Letters of “no conflict”** where the company’s facilities will not be impacted by the Project. Include location sketches on SCDOT plans confirming and certifying that facilities are not in conflict.
  - d. **Encroachment Permits** for all relocations regardless of prior rights.
7. CONTRACTOR shall assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that the Department may approve the submittals with minimal review. CONTRACTOR shall ensure that there are no conflicts with the proposed highway improvements, or between each of the utility company’s relocation plans. CONTRACTOR may not authorize the utility companies to begin their relocation work until authorized in writing by SCDOT. Any early authorization by CONTRACTOR shall be at the CONTRACTOR’s risk.
8. At the time that CONTRACTOR notifies SCDOT that CONTRACTOR deems the Project to have reached Final Completion, CONTRACTOR shall certify to SCDOT that all utilities have been identified and that those utilities with prior rights or other claims related to relocation or coordination with the Project have been relocated or their claims otherwise satisfied or will be satisfied by CONTRACTOR.
9. CONTRACTOR shall accurately show the final location of all utilities on the as-built drawings for the Project. SCDOT reserves the right to request CADD files as needed.

## **B. Railroad**

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

1. Under the direction of and in coordination with SCDOT, the CONTRACTOR shall be responsible for all coordination with the involved Railroad Companies, including but not limited to, sending plans, meetings, correspondence, phone calls, writing/reviewing agreements, and etc. as may be necessary to secure the applicable executed railroad agreements, needed for the construction of the project, between the SCDOT and all involved Railroad Companies. All correspondence related to

railroad agreements or conditions shall include the railroad file number and railroad milepost information. The CONTRACTOR shall be responsible for the cost of railroad coordination as defined herein.

2. SCDOT will submit for approval, all required railroad agreements necessary for the Preliminary Engineering and Construction of the project. Upon approval, the SCDOT will submit the agreement to the Railroad Company for execution. The CONTRACTOR shall be responsible for assisting SCDOT in the development of the railroad agreement by providing requested information.
3. The CONTRACTOR shall be responsible for all costs to the Railroad Company or Companies for services provided by the Railroad or the Railroad's Agent, as detailed in the executed Railroad Agreement between the SCDOT and the Railroad. This includes all expenses such as railroad flagging operations. The CONTRACTOR shall be responsible for all other costs associated with designing and constructing the project as described in the executed Railroad Agreement between the SCDOT and the Railroad Company. The CONTRACTOR shall include all costs associated with these requirements in the final bid price. Once a contract is executed, SCDOT shall administer invoicing for costs to the Railroad Company or Companies. Monies will be deducted from the CONTRACTOR's progress payments after payments are made to the Railroad Company.
4. All design and construction activities in, adjacent to, over or under the railroad shall comply with all applicable Federal and State laws and standards, all terms identified in the Special Provisions for Protection of Railway Interests, and all terms of the final agreement executed with the Railroad Company.
5. The CONTRACTOR shall be required to meet the Railroad's Insurance Requirements as specified in the Special Provisions for Protection of Railway Interests.
6. The CONTRACTOR shall attend a mandatory meeting with the SCDOT's Utilities Office and Railroad Projects Office within 30 days after the Notice to Proceed. The CONTRACTOR shall use the SCDOT approved agreement language and procedures, that will be provided in this meeting.
7. CONTRACTOR shall provide project specific information to SCDOT for inclusion into the agreements. The CONTRACTOR shall anticipate and include in the proposed schedule a minimum 90-day approval time-frame for all railroad agreements. If said Railroad Companies interfere or fail to provide information in a timely manner, SCDOT may, on an individual basis, consider a time extension for Railroad Company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the railroad coordination, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays related to railroad coordination.



8. CONTRACTOR shall anticipate the need for a separate right-of-entry agreement between the CONTRACTOR and Railroad for surveys, borings, etc. The required PE Agreement, between SCDOT and Railroad, must be executed before Railroad will review or comment on any design questions or submittals from the CONTRACTOR. The Construction Agreement, between SCDOT and Railroad, must be executed before any construction activities can begin at the railroads.
9. CONTRACTOR is advised that all utility relocations required within railroad right-of-way will require separate agreements between the affected utility company and the Railroad.

## **VIII. RIGHT OF WAY ACQUISITION**

### **A. Right of Way Services**

1. CONTRACTOR, acting as an agent on behalf of the State of South Carolina, shall provide right of way services for the Project unless otherwise directed herein. SCDOT's Right of Way office, through its assigned project manager and/or other designee, will retain final authority for approving just compensation, relocation benefits, administrative settlements, and legal settlements.
2. Right of way services shall include written appraisal, negotiation, acquisition, and relocation assistance services. CONTRACTOR shall be responsible for all costs related to these right of way services. CONTRACTOR will provide expert testimony and SCDOT will provide legal services necessary for any cases that are to be resolved by trial. Experts are defined as engineering and appraisal witnesses. SCDOT will designate a hearing officer to hear any relocation assistance appeals. SCDOT agrees to assist with any out of state relocation by persons displaced within the rights of way by arranging with such other state(s) for verification of the relocation assistance claim.
3. All offers of just compensation will be based on a written approved appraisal unless prior approval is given to CONTRACTOR by SCDOT. If SCDOT decides to utilize cost estimate offers, SCDOT will prepare the cost estimates and provide CONTRACTOR with the approved right of way cost estimate. SCDOT may allow offers to be made based on cost estimates on tracts estimated to be \$20,000 or less and determined by SCDOT to be non-complicated. In the event the cost estimate offer is rejected by the property owner, a written appraisal shall be required.
4. SCDOT will be responsible for reviewing and approving all appraisals and setting just compensation. Appraisals will be reviewed and released within 15 business days of receipt. If appraisal review cannot be completed within 15 business days because of deficiencies within the appraisal, the Rights of Way Consultant will be notified immediately of the appraisal status. SCDOT will provide appraisal reviews complying with the technical review guidelines of SCDOT's Right of Way Appraisal Manual. The review appraiser will be an SCDOT staff appraiser or a

review appraiser from SCDOT's approved reviewer list. SCDOT will be responsible for review appraiser costs.

5. CONTRACTOR shall carry out the responsibilities as follows:
  - a. Acquire property in accordance with all Federal and State laws, guidelines, and regulations, including but not limited to the Uniform Relocation and Real Property Acquisition Act of 1970, as amended (the "Uniform Act"), the SCDOT Acquisition Manual, the SCDOT Appraisal Manual, SCDOT Relocation Manual, and the South Carolina Eminent Domain Procedure Act ("The Act"). CONTRACTOR shall not be entitled to an increase in the Contract Price for acquisition of borrow sources.
  - b. Submit procedures for handling right of way acquisitions and relocations to the SCDOT for approval prior to commencing right of way activities. These procedures are to show CONTRACTOR'S methods, including the appropriate steps and workflow required for appraisal, acquisition, and relocation. These procedures shall also include an appropriate time allowance for SCDOT's right of way project manager to approve just compensation, relocation benefits, administrative settlements, and legal court settlements.
  - c. CONTRACTOR shall be granted the authority to negotiate administrative settlements up to a set amount. This maximum administrative settlement amount for this Project shall be set by SCDOT's Right of Way office and provided in writing to the CONTRACTOR upon review and approval of the right of way procedures. SCDOT's right of way project manager will issue decisions on approval requests within three business days concerning just compensation, relocation benefits, administrative settlements, and legal settlements. This commitment is based on the procedures providing a reasonable and orderly workflow and the work being provided to SCDOT's right of way project manager as completed. Regardless of amount, CONTRACTOR shall send all administrative settlements to SCDOT's right of way project manager for final concurrence and signature.
  - d. Utilize SCDOT's right of way project tracking system and provide an electronic status update a minimum of twice per month or upon request by SCDOT's right of way project manager.
  - e. As part of the right of way acquisition and relocation procedures, include a right of way quality control plan to the SCDOT for review prior to commencing right of way activities. SCDOT standard forms and documents will be used to the extent possible.
  - f. Provide a toll free telephone number for landowners and displaced persons to call and an office near the Project which is located within the State of South Carolina for the duration of the right of way acquisition and relocation services for this Project.

- g. Provide a current title certificate by a licensed South Carolina attorney for each parcel within 90 days of the date of closing or the date of filing of the Condemnation Notice.
- h. Prior to preparing appraisals, CONTRACTOR shall determine the appraisal scope for each tract in conjunction with SCDOT's Chief Appraiser or designee. Appraisals shall be prepared in accordance with SCDOT's Right of Way Appraisal Manual. Appraisals shall be prepared by appraisers from SCDOT's approved list of active fee appraisers.
- i. Prepare and obtain execution of all documents conveying title. Prior to recording, CONTRACTOR shall present these documents to SCDOT's right of way project manager. The SCDOT's right of way project manager will review the documents and provide comments within five business days. SCDOT review comments will be sent to the CONTRACTOR, who shall respond within five business days. SCDOT will review the CONTRACTOR'S revised documents and will provide additional comments, if warranted, within five business days. After documents are accepted by the right of way project manager, documents will be forwarded to Director of Right of Way's Office for final approval, which will be obtained within 15 business days. Upon final approval, SCDOT will provide payment to the property owner and provide a notification to CONTRACTOR within 30 business days. CONTRACTOR shall record documents conveying title to such properties to SCDOT with the Office of the Register of Deeds, and deliver all executed and recorded general warranty deeds to SCDOT. For all properties acquired in conjunction with the Project, title will be acquired in fee simple (except that SCDOT may, in its sole discretion and by written notification from SCDOT's right of way project manager, direct the acquisition of a right of way easement or permission, in lieu of fee simple title) and shall be conveyed to "The South Carolina Department of Transportation" by general warranty deed, free and clear of all liens and encumbrances except permitted encumbrances.
- j. Because these acquisitions are being made as agent on behalf of the State of South Carolina, SCDOT shall make the ultimate determination in each case as to whether settlement is appropriate or whether the filing of a condemnation action is necessary, taking into consideration the recommendations of the CONTRACTOR. When SCDOT authorizes the filing of a condemnation, CONTRACTOR shall prepare a Notice of Condemnation in the name of SCDOT, and submit it to SCDOT. The SCDOT's right of way project manager will review the documents and provide comments within five business days. SCDOT review comments will be sent to the CONTRACTOR, who shall respond within five business days. SCDOT will review the CONTRACTOR'S revised documents and will provide additional comments, if warranted, within five business days. After documents are accepted by the right of way project manager, documents will be forwarded to the Director of Right of Way's Office for final approval, which will be obtained within 15 business days. Upon final approval, SCDOT will provide payment to the Clerk of Court and provide a

notification to CONTRACTOR within 30 business days. SCDOT will serve appropriate condemnation documents and pleadings, and request priority status pursuant to S.C. Code Ann. Section 28-2-310(1976, as amended).

- k. SCDOT shall prosecute condemnation proceedings to final judgment pursuant to the requirements of the South Carolina Eminent Domain Procedures Act. The procedure shall be by way of trial as provided by Section 28-2-240 of “The Act”. SCDOT shall be responsible for obtaining legal representation and CONTRACTOR will be responsible for providing expert witnesses, necessary for condemnation actions, at its own expense. All settlements of condemnation cases shall be at SCDOT’s sole discretion.
- l. CONTRACTOR shall provide a right of way certification and SCDOT shall approve and sign that certification prior to CONTRACTOR entering the property. Only in exceptional circumstances will a certification be approved based on a right of entry. Certification may be on a tract-by-tract basis.
- m. If after right of entry Certifications have been submitted there remains outstanding remaining tracts that have not been resolved, CONTRACTOR shall exercise care in its operations when working in proximity to adjacent developed properties, properties not yet acquired, and residences or businesses that are to be relocated. CONTRACTOR shall submit a plan to the SCDOT’s right of way project manager for approval to:
  - (i.) Establish a clear zone adjacent to properties occupied by persons to be displaced in which construction equipment shall not be operated or parked,
  - (ii.) Establish a clear zone for construction for properties occupied by persons to be displaced to prevent undue impacts or hardships,
  - (iii.) Establish a method of protecting equipment from vandalism or unauthorized use,
  - (iv.) Perform all burning in accordance with applicable laws and ordinances, with specific attention to SCDHEC’s Bureau of Air Quality Control criteria which require compliance with the South Carolina Air Pollution Control laws, regulations, and standards as they concern the related work included in the Contract.
  - (v.) Provide reasonable and safe access to residences or businesses that are to be displaced until such time as the property is vacant, and
  - (i.) Observe the property rights of landowners of adjacent and/or yet to be acquired properties.
- n. CONTRACTOR shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, CONTRACTOR shall take steps consistent with customary industry

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

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

## **B. Acquisition of Right-of-Way**

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

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

5. SCDOT shall be responsible for right of way acquisition costs and premium right of way costs except for those additional areas explained above.
6. Upon final completion of the project, if any right of way condemnation actions are still pending, CONTRACTOR shall be responsible for adequate security to cover its contractual obligation relating to right of way acquisition.
7. Under the direction of and in coordination with SCDOT, the CONTRACTOR shall be responsible for all coordination with the involved Railroad Companies, including but not limited to, sending plans, meetings, correspondence, phone calls, writing/reviewing agreements, and etc. as may be necessary to secure the applicable executed railroad agreements, needed for the construction of the project, between the SCDOT and all involved Railroad Companies. All correspondence related to railroad agreements or conditions shall include the railroad file number and railroad milepost information. The CONTRACTOR shall be responsible for the cost of railroad coordination as defined herein.
8. SCDOT will submit for approval, all required railroad agreements necessary for the Preliminary Engineering and Construction of the project. Upon approval, the SCDOT will submit the agreement to the Railroad Company for execution. The CONTRACTOR shall be responsible for assisting SCDOT in the development of the railroad agreement by providing requested information.
9. The CONTRACTOR shall be responsible for all costs to the Railroad Company or Companies for services provided by the Railroad or the Railroad's Agent, as detailed in the executed Railroad Agreement between the SCDOT and the Railroad. This includes all expenses such as railroad flagging operations. The CONTRACTOR shall be responsible for all other costs associated with designing and constructing the project as described in the executed Railroad Agreement between the SCDOT and the Railroad Company. The CONTRACTOR shall include all costs associated with these requirements in the final bid price. Once a contract is executed, SCDOT shall administer invoicing for costs to the Railroad Company or Companies. Monies will be deducted from the CONTRACTOR's progress payments after payments are made to the Railroad Company.
10. All design and construction activities in, adjacent to, over or under the railroad shall comply with all applicable Federal and State laws and standards, all terms identified in the Special Provisions for Protection of Railway Interests, and all terms of the final agreement executed with the Railroad Company.
11. The CONTRACTOR shall be required to meet the Railroad's Insurance Requirements as specified in the Special Provisions for Protection of Railway Interests.

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

## **IX. PERMITS**

- A. All permits necessary for completion of this project shall be procured by the CONTRACTOR. The CONTRACTOR shall comply with all local, state, and federal permitting requirements. Regarding any permit or license that must be obtained in the name of SCDOT, the CONTRACTOR shall perform all functions within its power to obtain the permit or license, and SCDOT shall fully cooperate in this effort and perform any functions that must be performed by SCDOT. The CONTRACTOR shall submit permit applications to SCDOT. SCDOT will submit the permit application to the appropriate permitting agency indicating that CONTRACTOR is acting as an agent for SCDOT. If said regulatory agencies fail to issue permits in a timely manner, SCDOT may, on an individual basis, consider a time extension for permit approval delays when CONTRACTOR can demonstrate that the application was submitted in a timely manner, all reasonable efforts have been made to expedite the permit approval, and that the delay has a direct impact on the Critical Path. CONTRACTOR shall not be entitled to additional compensation for delays in permit approval.
- B. Any required Permit Extensions will be the responsibility of the CONTRACTOR. CONTRACTOR shall coordinate with SCDOT Environmental Services Office at least 90 days in advance of the permit expiration date. The CONTRACTOR shall submit

Permit Extension requests to SCDOT. SCDOT will submit the Permit Extension request to the appropriate permitting agency indicating that CONTRACTOR is acting as an agent for SCDOT. CONTRACTOR shall be responsible for all associated costs.

## **X. ENVIRONMENTAL COMPLIANCE**

### **A. Compliance with Environmental Commitments**

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

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

### **B. Preconstruction / Partnering Conference(s)**

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

### **C. Protection of Archeological and Paleontological Remains and Materials**

1. When archeological or paleontological remains are uncovered, CONTRACTOR shall immediately halt operations in the area of the discovery and notify SCDOT.



2. Archeological remains consist of any materials made or altered by man which remains from past historic or prehistoric times (i.e. older than 50 years) Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or not recent (i.e. older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.
3. SCDOT will have the authority to suspend the work for the purpose of preserving, documenting, and recovering the remains and materials of archeological and paleontological importance for the State. CONTRACTOR shall carry out all instructions of SCDOT for the protection of archeological or paleontological remains, including steps to protect the site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff.
4. CONTRACTOR's Contract Time and or Contract Price shall be adjusted to the extent CONTRACTOR's cost and/or time of performance have been adversely impacted by the presence of archeological or paleontological remains.

#### **D. Community and Public Relations Plan**

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

### **XI. HAZARDOUS MATERIALS**

#### **A. Identified Hazardous Materials**

1. The CONTRACTOR is referred, in addition to this Article, to Exhibit 6, Project Design Criteria and Attachment B for information and requirements regarding Hazardous Materials inspections and other environmental documentation regarding Hazardous Materials. The CONTRACTOR shall be responsible for handling, storage, remediation, and disposal of any materials, wastes, substances and chemicals deemed to be a solid waste or hazardous waste under applicable state or federal law, (hereinafter "Hazardous Materials") encountered at the Site which were identified in the Hazardous Materials inspections or other environmental documentation regarding Hazardous Materials provided in Exhibit 6, Project Design Criteria and Attachment B and the cost of these activities shall be included in the Contract Price.

2. If the CONTRACTOR's plan includes demolition, removal, or disposal of existing structures not previously inspected by SCDOT, the Contractor is required to perform lead-based paint and asbestos inspections on the existing structures prior to performing those activities. The cost of the lead-based paint and asbestos inspections shall be included in the Contract Price. Removal of lead-based paint and asbestos and lead-based paint and asbestos containing materials identified by inspections shall be by a qualified independent firm retained by the Department or by negotiating a Contract Change Request with the CONTRACTOR as outlined in the procedures in Article XI.B.
3. If the CONTRACTOR's plan includes demolition, removal, or disposal of existing structures previously surveyed by SCDOT, but the asbestos inspection reports have expired, the CONTRACTOR is required to perform new asbestos inspections on the existing structures prior to performing those activities. The cost of the asbestos inspections shall be included in the Contract Price. The cost of removal, handling, storage, remediation, and disposal of asbestos containing materials identified in the expired inspection reports shall be included in the Contract Price.
4. A copy of the lead-based paint and asbestos inspection reports and the notification of demolition or renovation forms must be submitted to SCDHEC at least ten (10) working days prior to demolition of an existing structure. Prior to submitting the reports and forms to SCDHEC, the CONTRACTOR shall obtain the RCE's signature. The CONTRACTOR is responsible for obtaining all required permits to proceed with the work.
5. The CONTRACTOR is responsible for all necessary containment, removal, transportation, and disposal of the subsurface and surface Hazardous Materials identified in inspections or other environmental documentation provided in Attachment B in compliance with all applicable Federal (EPA, OSHA & DOT) and State (SCDHEC & SCDOT) and local (County and Municipality) requirements for Hazardous Materials and worker health and safety. The CONTRACTOR is responsible for obtaining all required permits to proceed with the work.

## **B. Unexpected Hazardous Materials**

Upon encountering any unexpected Hazardous Materials, the CONTRACTOR shall follow the procedures as described below:

1. CONTRACTOR shall stop Work immediately in the affected area and duly notify SCDOT and, if required by state or federal law, all government or quasi-government entities with jurisdiction over the Project or site.
2. Upon receiving notice of the presence of Hazardous Materials, SCDOT will take necessary measures required to verify that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include SCDOT either (i) retaining qualified independent firm or (ii) negotiating a Contract Change Request with CONTRACTOR.

3. CONTRACTOR shall resume Work at the affected area of the Project only after written notice from SCDOT that the (i) Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project.
4. CONTRACTOR's Contract Price and/or Contract Time shall be adjusted to the extent CONTRACTOR's cost and/or time of performance has been adversely impacted by the presence of Hazardous Materials.
5. If a Contract Change Request is negotiated, the CONTRACTOR shall comply with Article XI.A.5.

### **C. General Information**

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

## **XII. DEMOLITION, REMOVAL & DISPOSAL OF STRUCTURES**

CONTRACTOR shall be responsible for the demolition, removal and disposal of all structures and their appurtenances within SCDOT Right of Way necessary for the completion of the Project, to include those portions which may extend outside the right of way, but were purchased as a part of the acquisition process. Structures shall include the bridges identified in the scope of work and all buildings acquired for the Project. All necessary permitting shall comply with Articles II.B.4 and IX of the Contract. Handling

and disposal of Hazardous Materials shall be in accordance with Article XI of the Contract. Before demolition of the structures, the CONTRACTOR shall complete and submit a Notification of Demolition and Renovation form to the South Carolina Department of Health and Environmental Control.

### **XIII. DIFFERING SITE CONDITIONS**

#### **A. Differing Site Conditions, Defined; Burden of Proof**

1. “Differing Site Conditions” are concealed or latent physical conditions encountered at the Project site during the term of the Agreement that (i) materially differ from the conditions reasonably assumed to exist at the site (Type 1); or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the work provided for in the Agreement (Type 2). Type 1 conditions are those geotechnical or geological deviations from what is normally assume to exist based on information provided in the RFP and actual site location. The only Type 2 conditions eligible for relief under this Article XIII are:
  - a. The discovery at the site of any archaeological, paleontological, biological or cultural resource; provided that the existence of such resource was not disclosed in the RFP; and
  - b. The discovery at the site of any species listed as threatened or endangered under the federal or State Endangered Species Act, except for those species disclosed as threatened or endangered in the RFP; and
  - c. The discovery at the site of any manmade object or manmade condition not normally found in subsurface material; and
  - d. The discovery at, near or on the site of any unexpected artesian condition.
2. The definition of Differing Site Condition excludes unanticipated utilities and unexpected Hazardous Waste.
3. CONTRACTOR shall bear the burden of proving that a Differing Site Condition exists and that CONTRACTOR could not have reasonably (i) designed the Project or (ii) worked around the condition, including by resequencing, relocating, or redeploying its forces to other portions of the Project or other activities unrelated to its work, so as to avoid additional cost. CONTRACTOR shall have no right to claim that any condition constitutes a Differing Site Condition if (A) CONTRACTOR, or any person or entity for which CONTRACTOR is legally responsible, had actual knowledge regarding such conditions prior to submission of the Cost Proposal, or (B) such condition would have become known to CONTRACTOR based upon a Reasonable Investigation prior to the submission of the Cost Proposal, as defined below. Furthermore, CONTRACTOR hereby acknowledges and agrees that, based upon the opportunity to review all available information, seek reasonable additional information, visit the Project site prior to submission of the Cost Proposal, and make any additional subsurface explorations

or soil tests that CONTRACTOR determined to have been useful, in each case, prior to the submission of the Cost Proposal, it has assumed all risks with respect to the need to work around locations impacted by Differing Site Conditions.

## **B. Responsibility**

1. Type 1: SCDOT is responsible for only Type 1 Differing Site Conditions that exist throughout a specified area around each SCDOT-provided test hole, as listed in the geotechnical data in Attachment B. For purposes of the Type 1 portion of the definition of Differing Site conditions, “reasonably assumed to exist” means that the geotechnical and geological conditions indicated with respect to each SCDOT test hole exist throughout an area represented by a five- foot radius drawn from the center of the test hole.
2. Type 2: SCDOT is responsible for only Type 2 Differing Site Conditions listed above.
3. CONTRACTOR shall assume responsibility for all other Differing Site Conditions not identified as Type 1 or Type 2.

## **C. Relief for Certain Differing Site Conditions**

1. CONTRACTOR shall submit a Contract Change Request to seek any relief for Differing Site Conditions for which SCDOT has responsibility. So long as CONTRACTOR has met its burden of proof that a condition is a Differing Site Condition for which CONTRACTOR is entitled to certain relief. CONTRACTOR shall be entitled to a change order that provides for:
  - a. additional time, to achieve Substantial Completion for a Differing Site Condition that causes or will result in an identifiable and measurable disruption to the critical path under the then-current CPM Schedule, after consumption of all then-available float; provided, however, that SCDOT may, in its sole discretion, elects to order acceleration, in which case the change order shall not provide for an adjustment to the then-current CPM Schedule as a result of such Differing Site Condition;
  - b. actual, direct, and documented costs incurred solely and directly attributable to the Differing Site Condition;
  - c. acceleration costs, only if SCDOT elects to order acceleration.
2. CONTRACTOR’s entitlement to a change order is subject to the following additional limitations:
  - a. CONTRACTOR shall not be entitled to any disruption damages in connection with any additional costs claimed with respect to any Differing Site Condition;

- b. CONTRACTOR shall not be entitled to any punitive, indirect, special, incidental, or consequential damages in connection with any additional costs claimed with respect to any Differing Site Condition;
- c. Costs shall not exceed those allowed in, and calculated pursuant to Section 105.18.5 of the SCDOT Standard Specifications, with the exception of extended job site overhead rates which shall be as set forth in Exhibit 5 of the RFP;
- d. CONTRACTOR shall not be entitled to an extension of time or additional costs if the delay attributable to the Differing Site Condition is concurrent with any other unrelated delay to an activity on the critical path under the then-current CPM Schedule for which CONTRACTOR is responsible under this Agreement.
- e. If SCDOT directs acceleration of the Work, the as part of CONTRACTOR's CCR, CONTRACTOR shall show all acceleration costs associated with meeting the original scheduled date for Substantial Completion.

#### **D. Differing Site Condition Procedure**

1. If CONTRACTOR encounters known or suspected Differing Site Conditions, CONTRACTOR shall promptly notify SCDOT by either submitting a formal notice to SCDOT (for those conditions that CONTRACTOR anticipates are CONTRACTOR's responsibility) or submitting a Contract Change Request before (for those conditions that CONTRACTOR anticipates are SCDOT's responsibility), in either case without substantially disturbing or altering the affected area. If CONTRACTOR is entitled to relief, then CONTRACTOR shall not resume work that affects or reasonably could affect the condition until a Change Order is executed or a Force Account order is issued for the affected work. If CONTRACTOR is not entitled to relief, or if CONTRACTOR elects not to pursue relief to which it may otherwise be entitled, then CONTRACTOR shall not resume work that affects or reasonably could affect the condition until SCDOT consents to work resuming, subject to applicable law and governmental approvals.
2. Each Contract Change Request relating to a Differing Site Condition shall be accompanied by:
  - a. a statement signed by a qualified professional setting forth (i) all relevant assumptions made by CONTRACTOR with respect to the condition at the relevant portion of the Site, (ii) justifying as reasonable the basis for all such assumptions which includes supporting documentation, (iii) explaining exactly how the condition encountered qualifies as a Differing Site Condition and (iv) listing the specific work-arounds the CONTRACTOR undertook, to mitigate any cost and delay effects of the encounter with the condition, and
  - b. a signed statement certifying that CONTRACTOR, and any person or entity for which CONTRACTOR is legally responsible (i) had no actual knowledge

regarding such condition as of the submission of the Cost Proposal and (ii) such condition would not have become known to CONTRACTOR based upon a Reasonable Investigation.

3. If the request is based on Type 1 Differing Site Conditions, the Contract Change Request shall also include detailed information regarding the alleged error in the boring data provided by owner or performed by CONTRACTOR forming the basis for the request, and shall explain how CONTRACTOR's assumptions would have changed had the boring data been accurate.
4. Upon submittal of a Contract Change Request or other notice as set forth above, SCDOT will investigate the conditions within three business days and if it is determined that (1) a Differing Site Condition exists, (2) the condition is SCDOT's responsibility, and (3) the condition causes an increase in the cost or time required for performance of the work, the Contract will be adjusted consistent with the relief provided above.
5. SCDOT shall have the right to require the CONTRACTOR to resume work in the area at any time, even though an investigation may still be ongoing. CONTRACTOR shall promptly resume work in the area upon receipt of notification from SCDOT to do so.

#### **E. Reasonable Investigation**

"Reasonable Investigation" means the following activities by appropriate, qualified professionals prior to the submission of the Cost Proposal:

1. Visit and visual, non-intrusive inspection of the site and adjacent locations, except areas to which access rights have not been made available prior to the submission of the Cost Proposal;
2. Review and analysis of all reference documents;
3. Review and analysis of SCDOT-provided governmental approvals or permits, if any, available prior to the submission of the Cost Proposal;
4. Reasonable inquiry with real property, particularly those properties indicating former gas stations/auto garages, and utility owners or occupants, including request for and review of plans provided thereby, if any;
5. Review and analysis of laws, regulations, rules, ordinances, etc. applicable to the Project prior to the submission of the Cost Proposal; and
6. Other activities sufficient to familiarize CONTRACTOR with surface and subsurface conditions, including the presence of utilities, hazardous materials, archeological, paleontological and cultural resources, and threatened or endangered species, affecting the site or surrounding locations.

#### **XIV. FORCE MAJEURE**

Delays or failures of performance, in each case, that materially and adversely affect performance of the CONTRACTOR hereunder, shall not constitute breach of the Agreement if and to the extent such delays or failures of performance result in a delay to the critical path identified in the current accepted CPM Schedule that are caused by:

##### **A. Causes**

1. acts of God or the public enemy;
2. expropriation or confiscation of facilities;
3. compliance with any order or request of any governmental authority other than SCDOT or a party in privity with it;
4. a change in law after the CONTRACTOR'S submission in response to the RFP that directly and substantially affects performance of the Project;
5. acts of war (including civil and revolutionary); invasion, armed conflict, violent act of foreign enemy, military or armed blockade, military or armed takeover of the Project or the Site;
6. rebellion, terrorism, riot, insurrection, civil commotion or sabotage that causes direct physical damage to, or otherwise directly causes interruption to construction or direct losses during maintenance of the Project;
7. fires, floods, earthquakes, including all foreshocks and aftershocks, where such earthquakes include ground shaking, liquefaction, settlement, or ground movements that directly impact, and cause damage to, temporary or permanent works of the Project; landslides caused by natural events, tornados, hurricanes, tropical storms, sinkholes caused by natural events, in each case directly impacting the physical improvements of the Project or CONTRACTOR'S performance of the scope of the work;
8. explosions, nuclear explosion, including radioactive contamination that triggers CONTRACTOR's obligations pertaining to hazardous materials hereunder and, in each case directly impacting the physical improvements of the Project or performance of the CONTRACTOR's scope of work,
9. national or regional unavailability or shortage of materials as determined by SCDOT after the CONTRACTOR'S submission of the Technical Proposal;
10. embargos directly affecting materials required to perform the CONTRACTOR'S scope of the work;



11. quarantine or suspension by the Governor, President, or other regional authority, or declared epidemic or pandemic, in each case, directly affecting the CONTRACTOR's performance of the scope of the work;
12. declared state of emergency by the Governor, the U.S. President or regional authority having jurisdiction over the Project or the CONTRACTOR'S performance of the scope of the work;
13. strikes (both national or regional strikes) or other concerted acts of workman not arising out of or relating to CONTRACTOR or any person or entity for which CONTRACTOR is responsible;
14. vehicle, as defined by 56-1-10 of South Carolina Code of Laws, collision that occurs prior to Final Completion, the impact of which causes damage to full pavement structure, bridge structure, noise wall, barrier wall/retaining wall or overhead sign structure of the Project;

(each of the foregoing a "Force Majeure Event"), except, in each case, to the extent that any of the foregoing events or consequences of such events (i) arose out of (A) any breach of Contract by CONTRACTOR or any person or entity for whom CONTRACTOR is legally responsible, (B) any act or omission by CONTRACTOR or any such person or entity, (C) any negligence, recklessness, willful misconduct, fraud, or violation of laws by CONTRACTOR or any such person or entity; or (ii) could reasonably have been avoided by CONTRACTOR or any such person or entity (by the exercise of caution, due diligence or reasonable efforts, or otherwise). Any expense attributable to such occurrence of a Force Majeure Event shall not entitle CONTRACTOR to an adjustment in the Contract Price, as it is the Parties' intent that these events will be compensated under the CONTRACTOR's appropriate insurance policy. The duration of delay to the critical path identified in the current accepted CPM Schedule directly caused by a Force Majeure Event shall be added to the Contract Time.

CONTRACTOR shall bear the burden of proving that a Force Majeure Event exists and that CONTRACTOR could not have reasonably worked around the condition, including by resequencing, relocating, or redeploying its forces to other portions of the Project or other activities unrelated to its work, so as to avoid additional delay or cost.

## **XV. WARRANTY**

### **A. CONTRACTOR Warranties**

1. CONTRACTOR warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. CONTRACTOR warrants that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by SCDOT and that the construction shall conform to the Contract requirements. CONTRACTOR agrees to promptly correct, at its own expense, defects or deficiencies in materials and

workmanship that appear prior to and during a period of three years after Final Completion of the Project. This shall include all plant-produced materials (i.e. asphalt, concrete, etc.). CONTRACTOR shall not be responsible for damages caused by SCDOT's failure to provide timely notification of potentially damaged or defective work of which SCDOT had actual knowledge. CONTRACTOR shall properly perform, at the written request of SCDOT made at any time within the warranty period after Final Completion of the Project as defined in Article IV.A.5, all steps necessary to satisfy the foregoing warranty and correct any element of the Project or the services that is defective or does not reflect such standards of care and diligence. The cost of such corrective services shall be CONTRACTOR's responsibility.

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

## **XVI. INDEMNITY**

### **A. Indemnifications by CONTRACTOR**

#### 1. Definitions

- a. **Indemnified Parties** means SCDOT, the State of South Carolina, their respective successors, assigns, officeholders, officers, directors, agents, representatives, consultants and employees.
- b. **Loss or Losses** means any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants' and expert

witnesses' fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement)), fee, charge, judgment, penalty, fine or third party claims. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

c. **CONTRACTOR-Related Entity** means:

- (i.) CONTRACTOR;
- (i.) CONTRACTOR's shareholders, partners, joint venturers or members;
- (ii.) Subcontractors and suppliers;
- (iii.) Any other persons performing any of the work;
- (iv.) Any other persons for whom CONTRACTOR may be legally or contractually responsible; and
- (v.) The employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

2. CONTRACTOR shall release, defend, indemnify and hold harmless the Indemnified Parties from and against any and all third-party claims and other Losses (including those incurred in connection with the enforcement of this indemnity) arising out of, relating to or resulting from the following (each an "Indemnified Claim"):

- a. The breach or alleged breach of any of this Contract by CONTRACTOR-Related Entity;
- b. The failure or alleged failure by any CONTRACTOR-Related Entity to comply with any SCDOT approvals, governmental approvals, any applicable environmental laws or other governmental rules (including environmental laws);
- c. Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the work, or arising out of any use in connection with the Project of methods, processes, designs, information, or other items furnished or communicated to SCDOT or another Indemnified Party pursuant to the Contract; provided, that this indemnity shall not apply to any infringement resulting from SCDOT's failure to comply with specific written instructions regarding use provided to SCDOT by CONTRACTOR;
- d. The actual or alleged CONTRACTOR fault in or associated with performance of the work;
- e. Any and all claims by any governmental entity or taxing authority claiming taxes based on gross receipts, purchases or sales, the use of any property or

income of any CONTRACTOR-Related Entity or any of their respective agents, officers or employees with respect to any payment for the work made to or earned by any CONTRACTOR-Related Entity;

- f. Any and all stop notices, liens and claims filed in connection with the work, including all expenses and attorneys', accountants' and expert witness fees and costs incurred in discharging any stop notice, lien or claim, and any other liability to subcontractors, laborers and suppliers for failure to pay sums due for their work, services, materials, goods, equipment or supplies, provided that SCDOT is not in default in payments owing (if any) to CONTRACTOR with respect to such work and such SCDOT payment default is the direct reason for the stop notice, lien or claim;
- g. Any release of Hazardous Materials or threatened release of Hazardous Materials
  - (i.) which was brought onto the Project site by any CONTRACTOR-Related Entity, or
  - (ii.) attributable to any CONTRACTOR fault, regardless of the source, origin, or method of deposit of such Hazardous Materials;
- h. To the extent of CONTRACTOR fault, the claim or assertion by any other person (excluding persons in privity of contract with SCDOT) that any CONTRACTOR- Related Entity (i) interfered with or hindered the progress or completion of work being performed by such other contractor, so as to cause inconvenience disruption, delay, or loss, except where the CONTRACTOR-Related Entity was not in any manner engaged in performance of the work, or (ii) failure of any CONTRACTOR-Related Entity to cooperate reasonably with other contractors in accordance therewith;
- i. Any dispute between CONTRACTOR and a Utility Owner, or any CONTRACTOR-Related Entity's performance of, or failure to perform, the obligations with respect to such Utility Owner;
- j. Any dispute between CONTRACTOR and the Railroad, or any CONTRACTOR-Related Entity's performance of, or failure to perform, or obtain approval with respect to the Railroad;
- k. Any CONTRACTOR-Related Entity's breach of or failure to perform an obligation that SCDOT owes to a third person, including governmental entities, railroads, and Utility Owners, under law or under any agreement between SCDOT and a third person, where (i) SCDOT has delegated performance of the obligation to CONTRACTOR under the Contract or (ii) the acts or omissions of any CONTRACTOR- Related Entity which render SCDOT unable to perform or abide by an obligation that SCDOT owes to a third Person, including governmental entities and Utility Owners, under

any agreement between SCDOT and a third person, where the agreement was expressly disclosed to CONTRACTOR;

- l. Inverse condemnation, trespass, nuisance or similar taking of or harm to real property by reason of: (i) the failure of any CONTRACTOR-Related Entity to comply with good industry practices, requirements of the Contract or governmental approvals, (ii) any CONTRACTOR default, or (iii) the actual physical entry onto or encroachment upon another's property by any CONTRACTOR-Related Entity;
  - m. The failure of CONTRACTOR to fully comply with any insurance requirements described in the Contract;
  - n. Any failure to protect and/or maintain valuable papers and records that the Contract require CONTRACTOR to maintain;
  - o. Any act, claim or amount arising or recovered under workers' compensations law;
  - p. Any errors, inconsistencies or other defects in the design or construction of the Project and/or of Utility Adjustments included in the work;
  - q. Any violation of any representation, warranty, or other covenant, obligation or agreement under the Contract or governmental laws and rules to be complied with by CONTRACTOR hereunder or thereunder;
  - r. Any failure to pay any liquidated damages under the Contract;
  - s. Errors in the design documents provided by CONTRACTOR (including those pertaining to Utility Adjustments), regardless of whether such errors were also included in the RFP, Exhibits and Attachment B. CONTRACTOR agrees that, because the concepts in the RFP, Exhibit and Attachment B are subject to review and modification by CONTRACTOR, it is appropriate for CONTRACTOR to assume liability for errors in the completed Project even though they may be related to errors in the RFP, Exhibits and Attachment B; and/or
  - t. any act or omission of any CONTRACTOR-Related Entity or any CONTRACTOR default in any way causing, contributing to, relating to or arising out of (i) any bodily injury (including death) to any person or (ii) any Losses to the tangible property of third parties.
3. Subject to the releases and disclaimers herein, CONTRACTOR's indemnity obligation shall not extend to any third-party Losses to the extent directly caused by:
- a. The gross negligence, recklessness, willful misconduct, bad faith, or fraud of the Indemnified Party;

- b. SCDOT's breach of any of its material obligations under the Contract;
  - c. An Indemnified Party's violation of any governmental laws, regulations, ordinances, zoning, permits, certifications, or approvals; or
  - d. Any material defect inherent in a prescriptive design, construction, operations or maintenance specification included in the design criteria, exhibits and Attachment B, but only where prior to occurrence of the third-party Losses, CONTRACTOR complied with such specification and did not actually know, or would not reasonably have known, while exercising reasonable diligence, that it was deficient or, if CONTRACTOR actually knew of the deficiency, unsuccessfully sought SCDOT's waiver or approval of a deviation from such specification.
4. In claims by an employee of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section A above, shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or a subcontractor under workers' compensation, disability benefit or other employee benefits laws.
  5. CONTRACTOR is advised that Utility Agreements and the Railroad Agreement may include certain agreements by SCDOT to indemnify, defend, save and hold harmless the Utility Owners and Railroad, respectively, with respect to certain matters. CONTRACTOR's obligations under this Indemnity Article shall automatically apply to require CONTRACTOR, to release, indemnify, defend, save and hold harmless the Utility Owners, Railroad and their employees and agents, in addition to the Indemnified Parties, with respect to all such matters.
  6. For purposes of this Section I, "third party" means any Person other than an Indemnified Party and CONTRACTOR, except that a "third party" includes any Indemnified Party's employee, agent or contractor who asserts a claim that is (a) against an Indemnified Party, (b) within the scope of the indemnities and (c) not covered by the Indemnified Party's worker's compensation program.
  7. SCDOT, and the State shall have no obligation to indemnify, defend and hold harmless CONTRACTOR or any other CONTRACTOR-Related Entity.
  8. The requirement to provide an indemnity as specified in this Section I is intended to provide protection to SCDOT with respect to third-party claims associated with the event giving rise to the indemnification obligation, and is not intended to provide SCDOT with an alternative cause of action against CONTRACTOR for Losses incurred directly by SCDOT with respect to the event giving rise to the indemnification obligation.

## **B. Defense and Indemnification Procedures**

1. If SCDOT receives notice of a claim or otherwise has actual knowledge of a claim that it believes is within the scope of the indemnities under Section I, and if SCDOT gives notice thereof, then SCDOT shall have the right to conduct its own defense unless either an insurer accepts defense of the claim within the time required by governmental law and rules or CONTRACTOR accepts the tender of the claim in accordance with Section B.5 below.
2. If the insurer under any applicable insurance policy accepts the tender of defense, SCDOT and CONTRACTOR shall cooperate in the defense as required by the insurance policy and, for purposes of the Contract and proceedings relating to such matter, the applicable Indemnified Party/ies shall be deemed to be (an) insured party/ies. If no insurer under potentially applicable insurance policies provides defense, then Section B.9. below shall apply.
3. If the defense is tendered to CONTRACTOR, then within 30 days after receipt of the tender, CONTRACTOR shall provide to the Indemnified Party written notice whether it has tendered the matter to an insurer, and, if not tendered to an insurer or if the insurer has rejected the tender, shall deliver a written notice stating that CONTRACTOR:
  - a. Accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter;
  - b. Accepts the tender of defense but with a "reservation of rights" in whole or in part; or
  - c. Rejects the tender of defense based on a determination that it is not required to indemnify against the claim under the terms of this Contract.
4. If CONTRACTOR has tendered the matter to an insurer, and the insurer has not rejected the tender, then, for purposes of the Contract and proceedings relating to such matter, the applicable Indemnified Party/ies shall be deemed to be (an) insured party/ies.
5. If CONTRACTOR accepts the tender of defense under Section B.3.a or B.3.b above, CONTRACTOR shall have the right to select legal counsel for the Indemnified Party, subject to reasonable approval by the Indemnified Party, and CONTRACTOR shall otherwise control the defense of such claim, including settlement, and bear the attorneys', consultants' and expert witness fees and costs of defending and settling such claim. During such defense:
  - a. CONTRACTOR shall fully and regularly inform the Indemnified Party of the progress of the defense and of any settlement discussions; and
  - b. The Indemnified Party shall reasonably cooperate in said defense, provide to CONTRACTOR all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control

of or reasonably available to the Indemnified Party, and, subject to governmental laws and rules, maintain the confidentiality of all communications between it and CONTRACTOR concerning such defense.

6. If CONTRACTOR responds to the tender of defense as specified in Section B.3.c, the Indemnified Party shall be entitled to select its own legal counsel and otherwise control the defense of such claim, including settlement.
7. Notwithstanding Sections B.1 and B.2, the Indemnified Party may elect to temporarily assume its own defense at any time by delivering to CONTRACTOR written notice of such election and the reasons therefor, if the Indemnified Party, at the time it gives written notice of the claim or at any time thereafter, reasonably determines that:
  - a. A conflict exists between it and CONTRACTOR which prevents or potentially prevents CONTRACTOR from presenting a full and effective defense;
  - b. CONTRACTOR is otherwise not providing an effective defense in connection with the claim; or
  - c. CONTRACTOR lacks the financial capacity to satisfy potential liability or to provide an effective defense.
8. If the Indemnified Party is entitled and elects to conduct its own defense pursuant hereto of a claim for which it is entitled to indemnification, CONTRACTOR shall reimburse on a current basis all costs and expenses the Indemnified Party incurs in investigating and defending such claim. If the Indemnified Party is entitled to and elects to conduct its own defense, then:
  - a. In the case of a defense that otherwise would be conducted under Section B.3.a the Indemnified Party shall have the right to settle or compromise the claim with CONTRACTOR's relevant insurer(s)' prior written consent, which, in each case, shall not be unreasonably withheld or delayed;
  - b. In the case of a defense that otherwise would be conducted under Section B.3.b, the Indemnified Party and CONTRACTOR shall consult with each other on a regular basis to determine whether settlement is appropriate and, subject to the rights of any insurer providing coverage for the claim under a policy required under this Contract and the Indemnified Party shall have the right to settle or compromise the claim with CONTRACTOR's prior written consent without prejudice to the Indemnified Party's rights to be indemnified by CONTRACTOR; and
  - c. In the case of a defense conducted under Section B.3.c, the Indemnified Party shall, subject to the rights of any insurer providing coverage for the claim under a policy required under this Contract, have the right to settle or



compromise the claim without CONTRACTOR's prior written consent and without prejudice to its rights to be indemnified by CONTRACTOR.

- d. Where CONTRACTOR has the right under these procedures to settle a claim, in no event shall CONTRACTOR agree to a settlement that will increase the risk, liability or costs of SCDOT or any other Indemnified Party or adversely affect the Project, the work or the completion deadlines without the prior written consent of SCDOT or such Indemnified Party, in its sole discretion.
9. A refusal of, or failure to accept, a tender of defense, as well as any dispute over whether an Indemnified Party which has assumed control of defense is entitled to do so under Section B.8, shall be resolved according to the Claims Procedure. CONTRACTOR shall be entitled to contest an indemnification claim and pursue, through the Claims Procedure, recovery of defense and indemnity payments it has made to or on behalf of the Indemnified Party.

### **C. No Effect on Other Rights**

The foregoing obligations shall not be construed to negate, abridge, or reduce other rights or obligations which would otherwise exist in favor of an Indemnified Party hereunder.

### **D. CERCLA Agreement**

1. The indemnities set forth in Section A.7 are intended to operate as agreements pursuant to Section 107(e) of CERCLA to insure, protect, hold harmless and indemnify the Indemnified Parties..

## **XVII. DEFAULT; SUSPENSION; TERMINATION**

### **A. CONTRACTOR Events of Default (Contractor Default).**

1. CONTRACTOR shall be in default of this Agreement if:
  - a. CONTRACTOR fails to begin performance of the scope of the work promptly following issuance of the Notice to Proceed;
  - b. CONTRACTOR fails to perform the scope of the work in accordance with (i) the documents described in Article I (contract documents), (ii) the final, and as applicable, as-approved deliverables under Article II.J, (iii) applicable standards set forth therein;
  - c. CONTRACTOR refuses to remove, replace, and correct rejected materials, or nonconforming or unacceptable work;
  - d. CONTRACTOR (i) suspends, ceases, or stops performance of the scope of the work, or (ii) fails to perform the scope of the work continuously and diligently to completion, in either case (A) where CONTRACTOR fails to resume performance or to prosecute the work, as determined in SCDOT's reasonable

discretion) as is identified in Preliminary Notice of Delinquency and thereafter in any Notice of Delinquency (as each such term is defined in Section 108 of the Standard Specification), within 15 days after dispatch of such Notice of Delinquency, and (B) excluding work stoppages directed by SCDOT, approved by SCDOT, or for other reasons expressly permitted under this Agreement;

- e. CONTRACTOR abandons all or a material part of the Project, which abandonment is deemed to occur if (i) CONTRACTOR demonstrates through statements, acts, or omissions an intent not to continue, for any reason other than for a reasons expressly permitted under this Agreement, or (ii) no satisfactory progress in the work is performed for a continuous period of more than 15 days unless due to CONTRACTOR's compliance with work stoppages directed by SCDOT or for reasons expressly permitted under this Agreement;
- f. CONTRACTOR fails to resume performance of the scope of the work that has been suspended or stopped within five calendar days after (i) cessation of the event preventing performance (and for which CONTRACTOR is expressly permitted to have suspended or stopped performance under this Agreement) or (ii) receipt of notice from SCDOT to resume performance;
- g. Insolvency, Bankruptcy Events:
  - (i.) CONTRACTOR commences a voluntary case seeking liquidation, reorganization or other relief with respect to CONTRACTOR or CONTRACTOR's debts under any U.S. or foreign bankruptcy, insolvency or other similar law; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of its, or any substantial part of its, assets; becomes insolvent, or generally does not pay its debts as they become due; provides notice of its inability to pay its debts; makes an assignment for the benefit of creditors; or takes any action to authorize any of the foregoing;
  - (ii.) An involuntary case is commenced against CONTRACTOR seeking liquidation, reorganization, dissolution, winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to such CONTRACTOR or CONTRACTOR's debts under any U.S. or foreign bankruptcy, insolvency or other similar law; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case shall not be contested by it in good faith or shall remain undismissed and unstayed for a period of 60 days;
  - (iii.) In any voluntary or involuntary case seeking liquidation, reorganization or other relief with respect to CONTRACTOR or its debts under any U.S. or foreign bankruptcy, insolvency or other similar law, this Agreement or any of the other Contract Documents, is rejected, including a rejection under 11 U.S.C. Section 365 or any successor statute; or

- (iv.) Any voluntary or involuntary case or other act or event described in clause (g)(i) or (g)(ii) shall occur (and in the case of an involuntary case shall not be contested in good faith or shall remain undismissed and unstayed for a period of 60 days) with respect to (i) any equity member, partner or joint venture member of CONTRACTOR, or (ii) any equity member, partner or joint venture member of CONTRACTOR for whom transfer of ownership or management authority would constitute an impermissible assignment hereunder;
- h. Allows any final judgment to remain unsatisfied for a period that, in SCDOT's sole judgment, poses a material adverse effect on CONTRACTOR's ability to perform the scope of the Work and, in particular, to pay for its obligations to SCDOT, subcontractors, and suppliers in connection therewith;
- i. CONTRACTOR makes, attempts to make, or suffers a voluntary or involuntary assignment or transfer of all or any portion of this Agreement or its interest in the Project;
- j. CONTRACTOR materially fails to observe or to perform, or to cause to be observed or performed, timely any other material covenant, agreement, obligation, term, or condition required to be observed or performed by CONTRACTOR under the Agreement including but not limited to:
  - (i.) Fails to supply a sufficient number of properly skilled workmen, tools, materials and equipment to assure the prompt completion of the work; or
  - (ii.) Failure to comply with applicable permits, law, or use of the Project violates such permits, law, or this Agreement;
- k. Any representation or warranty in the Agreement, the SOQs and Proposal (which representations and warranties of CONTRACTOR are incorporated into the Proposal explicitly or by reference), or the Proposal is false in any material respect, materially misleading, or inaccurate in any material respect when made (except as relates to continuing representations and warranties), or omits material information when made (except as relates to continuing representations and warranties);
- l. Any certificate, schedule, report, instrument, or other document delivered by or on behalf of CONTRACTOR to SCDOT under the Agreement is false or incorrect in any material respect, materially misleading, or inaccurate in any material respect when made (except as relates to continuing representations and warranties in any such certificates, schedules, reports, instruments, or other documents), or omits material information when made (except as relates to such continuing representations and warranties);
- m. CONTRACTOR (i) fails to make any payment owing to SCDOT under the Agreement in full and when due (including specifically payment of any

liquidated or stipulated damages hereunder); or (ii) fails to make, absent a bona fide and valid dispute, payment in full and when due for labor, equipment, or materials in accordance with applicable law and with its agreements with consultants, subcontractors, subconsultants, vendors, or suppliers;

- n. CONTRACTOR fails (i) to obtain, provide, and maintain any insurance, surety bonds, guarantees, letters of credit, or other payment or performance security as is required under the Agreement for the benefit of the relevant parties, or (ii) to comply with any requirement of the Agreement pertaining to the amount, terms, or coverage of the insurance or security, or (iii) to pay the associated premiums, deductibles, self-insured retentions, co-insurance, or any such other amounts with respect to the insurance or security as and when due;
  - o. Unless continued performance of this Agreement is permitted under the terms of a debarment agreement with the State of South Carolina or otherwise as permitted under clause 2.e. below, and after any rights of appeal have been exhausted, if CONTRACTOR, any equity or joint venture member of CONTRACTOR, any consultant, subcontractor, subconsultant, vendor, or supplier, or any person or entity for which CONTRACTOR is legally responsible (i) is determined to be disqualified, suspended, or debarred, or otherwise is excluded from bidding, proposing, or contracting with a federal or state department or agency, or (ii) has not dismissed any consultant, subcontractor, subconsultant, vendor, or supplier whose work is not substantially complete and who is determined to be disqualified, suspended, debarred, or otherwise excluded from bidding, proposing, or contracting with a federal or state department or agency;
  - p. CONTRACTOR fails to comply with any order by SCDOT issued under, and pursuant to a contractual right in, this Agreement, including specifically orders to suspend CONTRACTOR's performance of the scope of work, in whole or in part, within the time allowed in such order; or
  - q. CONTRACTOR fails to achieve Substantial Completion or Final Completion by the Long Stop Date pursuant to Article IV.
2. Cure Periods. The following list identifies CONTRACTOR's rights to receive notice and opportunity to cure before SCDOT may exercise its remedies under clause 3 below, and this list also identifies other Contractor Defaults that are not subject to cure:
- a. Except as otherwise specifically set forth in this clause 2, CONTRACTOR and the surety providing the bond(s) pursuant to Article VI.B shall be entitled to 15 days prior written notice and opportunity to cure any Contractor Defaults before SCDOT may exercise any remedies hereunder, including specifically those under clause 3 below.

- b. CONTRACTOR and the surety providing the bond(s) pursuant to Article VI.B shall be entitled to seven days prior written notice and opportunity to cure the Contractor Defaults under clauses XVII.A.1.h., m., and n. before SCDOT may exercise any remedies hereunder, including specifically those under clause 3 below.
- c. Except with respect to those Contractor Defaults listed in clauses d. and e. below, if Contractor Defaults under clauses XVII.A.1.a., f., m., and n. are capable of cure (as determined by SCDOT in its sole discretion) but, by its nature, cannot be cured within such seven or 15 day period, as applicable, (also as determined by SCDOT in its sole discretion), then CONTRACTOR shall commence to cure such Contractor Default within such seven or 15 day period, as applicable, and thereafter diligently prosecute such cure to completion within 60 days or such other later time as determined by SCDOT, in its sole discretion, before SCDOT may exercise any remedies hereunder, including specifically those under clause 3 below.
- d. Except with respect to those Contractor Defaults listed in clause c. above and clause e. below, if a Contractor Default under clause XVII.A.1.e. cannot be cured within 15 days (as determined by SCDOT in its sole discretion), then CONTRACTOR shall commence to cure such Contractor Default within such 15 day period, and thereafter diligently prosecute such cure to completion within 30 days or such other later time as determined by SCDOT, in its sole discretion, before SCDOT may exercise any remedies hereunder, including specifically those under clause 3 below.
- e. CONTRACTOR hereby acknowledges and agrees that no notice and no opportunity to cure is required with respect to the Contractor Defaults under clauses XVII.A.1.g., i., k., l., o.(ii), p. and q., and SCDOT has the right to exercise its remedies hereunder immediately, including specifically those under clause 3 below.
- f. With respect to the Contractor Default under clause XVII.A.1.o., CONTRACTOR shall take appropriate steps to obtain, or to require its equity or joint venture member of CONTRACTOR, any consultant, subcontractor, subconsultant, vendor, or supplier, or any person or entity for which CONTRACTOR is legally responsible to obtain, a debarment agreement with the State of South Carolina in connection with any pending action for disqualification, suspension or debarment or any pending agreement for voluntary exclusion from bidding, proposing or contracting. If a debarment agreement is obtained that permits continued performance under this Agreement, then the disqualification, suspension, debarment or agreement for exclusion shall not be considered a Contractor Default. If, however, such a debarment agreement is not obtained, the CONTRACTOR shall have the following cure rights:

- (i.) With respect to a Contractor Default under clause XVII.A.1.o(i) involving CONTRACTOR, CONTRACTOR shall have 60 days after the effective date of the disqualification, suspension, debarment or agreement for exclusion to (i) obtain a debarment agreement allowing continued performance or (ii) otherwise cure the Contractor Default;
- (ii.) With respect to a Contractor Default clause XVII.A.1.o(i) involving any equity or joint venture member of CONTRACTOR involving any equity or joint venture member of CONTRACTOR, CONTRACTOR shall have 60 days after the effective date of the disqualification, suspension, debarment or agreement for exclusion (i) to remove the affected equity or joint venture member and obtain SCDOT's approval of the change in the ownership structure of CONTRACTOR, (ii) to obtain a debarment agreement allowing continued performance or (iii) otherwise cure the Contractor Default; and
- (iii.) With respect to a Contractor Default under clause XVII.A.1.o(i) involving a consultant, subcontractor, subconsultant, vendor, or supplier, or any other person or entity for which CONTRACTOR is legally responsible, CONTRACTOR shall have 60 days after the effective date of the disqualification, suspension, debarment or agreement for exclusion to obtain a debarment agreement allowing continued performance or otherwise cure the Contractor Default.

3. Remedies.

a. General Provisions.

- (i.) Failure to provide notice to CONTRACTOR's surety providing the bond(s) pursuant to Article VI.B shall not preclude SCDOT from exercising its remedies under this clause 3.
- (ii.) SCDOT shall also be entitled to exercise any other rights and remedies available under this Agreement, or available at law.
- (iii.) SCDOT's rights under this Agreement shall be cumulative and shall be in addition to every other right provided under this Agreement or at law, and the exercise or beginning of the exercise by SCDOT of any one or more of any of such rights or remedies shall not preclude the simultaneous or later exercise by SCDOT of any or all other such rights or remedies.
- (iv.) Except as expressly stated otherwise in this Agreement, SCDOT's exercise of any right or remedy does not waive or release, nor shall be deemed to waive or release, CONTRACTOR from any obligations or limiting other remedies that may be available to SCDOT,

b. SCDOT Step-In

- (i.) Subject to any surety rights under surety bond(s) placed for the Project pursuant to Article VI.B., SCDOT shall have the right, but not the obligation, to pay such amounts and or perform such acts as may then be required of CONTRACTOR under the Agreement or contracts with

- consultants, subcontractors, subconsultants, vendors, or suppliers, whether assigned to SCDOT.
- (ii.) SCDOT may appropriate any or all materials and equipment on the Site as SCDOT determines may be suitable and acceptable and, if and when consistent with the terms of any surety bond(s) placed pursuant to Article VI.B, SCDOT may direct the Surety to complete the Project, may enter into an agreement for the completion of the Project (with the surety or another contractor), or may complete the Project itself. If SCDOT exercises any right to perform any obligations of CONTRACTOR, then SCDOT may, but is not obligated to, among other things: (A) perform or attempt to perform, or cause to be performed, such work; (B) spend such sums as SCDOT deems necessary and reasonable to employ and pay such architects, engineers, consultants, and contractors, and obtain materials and equipment as may be required to complete such work; (C) execute all applications, certificates, and other documents as may be required to complete the Project, including paying such amounts and performing such other acts as may then be required from CONTRACTOR pursuant to its subcontracts with consultants, subcontractors, vendors, and suppliers; (D) modify or terminate any contractual arrangements; (E) take any other actions that SCDOT may, in its sole discretion, consider necessary to complete the Project; and (vi) prosecute and defend any action or proceeding incident to completion of the Project.
  - (iii.) SCDOT may deduct from any amounts payable by SCDOT to CONTRACTOR such amounts payable by CONTRACTOR to SCDOT, including those damages listed in clause c. below.

c. Performance Security

- (i.) SCDOT may make demand upon and enforce any surety bond, and make demand upon, draw on and enforce and collect any letter of credit, guaranty or other payment or performance security available to SCDOT under this Agreement, with respect to such Contractor Default in any order.
- (ii.) SCDOT will apply the proceeds of any such action to the satisfaction of CONTRACTOR's obligations under this Agreement, including payment of amounts due to SCDOT.
- (iii.) The provisions of clauses (i) and (ii), shall not apply where access to any such surety bond, letter of credit, guaranty or other payment or performance security is for the purpose of satisfying damages owing to SCDOT, in which case SCDOT shall be entitled to make demand, draw, enforce and collect regardless of whether Contractor Default is subsequently cured.
- (iv.) SCDOT will notify CONTRACTOR at the same time or promptly after it takes any action to make demand upon, draw on, enforce or collect any such surety bond, letter of credit, guaranty or other payment or performance security.

d. Damages

- (i.) Without limiting SCDOT's right to deduct in the event of self-performance under clause 3.b. above, and except as limited by SCDOT's agreement to liquidate certain damages as specified in the Agreement, SCDOT shall be entitled to recover any and all damages available at law on account of the occurrence of a Contractor Default. CONTRACTOR shall owe any such damages that accrue after the occurrence of Contractor Default regardless of when any notice regarding any Contractor Default is given or whether Contractor Default is subsequently cured. Such damages include, but are not limited to:
- a) the aggregate of reimbursements owing SCDOT;
  - b) any liquidated or stipulated damages accrued;
  - c) 125% of the amounts SCDOT deems advisable to cover any existing or threatened claims of consultants, subcontractors, subconsultants, vendors, suppliers, other laborers, or other persons or entities;
  - d) amounts of any losses incurred or reasonably expected to be incurred by SCDOT in completing the Project;
  - e) the cost to complete or remediate uncompleted or other nonconforming work, plus an administrative charge equal to 10% of such costs;
  - f) throw-away costs for unused portions of the completed portions of the Project
  - g) increased financing costs of SCDOT, if any,
  - h) other damages or amounts that SCDOT has or will be incurred to rectify any breach or failure to perform by CONTRACTOR and/or to bring the condition of the Project to the standard it would have been in if CONTRACTOR had complied with its obligations to carry out and complete the Work in accordance with the Contract Documents; and
  - i) other damages or amounts that SCDOT has determined are or may be payable to SCDOT under this Agreement.
- (ii.) Where this Agreement is terminated, the damages recoverable by SCDOT shall also include the present value of
- a) actual and projected costs to SCDOT to terminate, take over the Project, re-procure and replace CONTRACTOR;



- b) actual and projected delay costs; and
- c) actual and projected increases in costs to SCDOT to complete the Project.
- (iii.) Damages owed to SCDOT under this clause c. shall bear interest at the statutory rate of interest under S.C. Code Ann. 34-31-20 from and after the date any amount becomes due to SCDOT until the date paid. The interest rate shall accrue on all amounts SCDOT has had to pay in excess of the remaining balance of the Contract Price from the date of SCDOT's payment.
- (iv.) Additional Provisions pertaining to costs.
  - a) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as a termination by SCDOT for its convenience.
  - b) In lieu of the provisions of this Article XVII for terminating this Agreement for cause, SCDOT may pay CONTRACTOR for the work already completed in accordance with the Agreement and may treat the work remaining undone as if they had never been included or contemplated by this Agreement. No claim under this clause (C) will be allowed for prospective profits on, or any other compensation relating to, work remaining and uncompleted by CONTRACTOR.
- e. Termination of the Agreement by SCDOT.
  - (i.) CONTRACTOR acknowledges and agrees that any Contractor Default would result in material and substantial harm to SCDOT's rights and interests under this agreement, and therefor justifies termination of this Agreement unless fully and completed cured within the applicable cure period, if any, under clause XVII.A.2.
  - (ii.) Upon expiration of any applicable cure period (if any), and after complying with other obligations of SCDOT, if any, under any surety bonds provided by CONTRACTOR under Article VI.B., if CONTRACTOR's surety providing such bond(s) refuses to complete the work or fails to take over the work under the terms of the performance bond, then SCDOT may in its sole discretion terminate this Agreement for cause. If SCDOT terminates this Agreement for cause, SCDOT shall deliver a notice to the CONTRACTOR so stating, and termination will be effective three days after dispatch, unless otherwise specified in such notice.
- f. Joint and Several Liability of CONTRACTOR and Surety/ies

If a Contractor Default occurs, CONTRACTOR, and any surety providing the bond(s) pursuant to Article VI.B shall be jointly and severally liable to SCDOT for all costs, damages, and expenses of SCDOT listed under clause XVII.A.3.d., including specifically any interest that accrues thereon, whether by virtue of late payment by CONTRACTOR or late payment by surety.

g. Final Release

Except as otherwise expressly provided in this Agreement, if this Agreement is earlier terminated for any reason, then SCDOT's payment to CONTRACTOR of the amounts required under this Agreement (if any) shall constitute full and final satisfaction of, and upon payment SCDOT shall be forever released and discharged from, any and all claims, causes of action, suits, demands and losses, known or unknown, suspected or unsuspected, that CONTRACTOR may have against SCDOT caused by, arising out of, relating to, or resulting from this Agreement or termination thereof, or the Project. Upon such payment, CONTRACTOR shall execute and deliver to SCDOT all such releases and discharges as SCDOT may reasonably require to confirm the foregoing, but no such written release and discharge shall be necessary to give effect to the foregoing satisfaction and release.

**A. Suspension of the work for cause**

1. Notwithstanding the notice and cure period provisions of this Article XVII, if not substantially cured promptly after SCDOT notifies CONTRACTOR of any of the following, SCDOT has the authority to suspend the Work by written order, wholly or in part, for CONTRACTOR's failure to:
  - a. handle (i) Hazardous Waste, or (ii) any archaeological, paleontological, biological, or cultural resource, in any case, in accordance with prudent industry practices, applicable laws, governmental approvals, or permits; or
  - b. comply with any law, governmental approval or permit.
2. If not substantially cured within three days after SCDOT delivers notice thereof to CONTRACTOR, SCDOT has the authority to suspend the Work by written order, wholly or in part, for CONTRACTOR's failure to:
  - a. observe any conditions to commencement of certain portions of the scope of the Work and thereafter commences performance;
  - b. provide proof of required insurance coverage hereunder;
  - c. maintain any surety bond(s) required hereunder;
  - d. correct any nonconforming work; or
  - e. perform the scope of the work in compliance with the Agreement.

3. CONTRACTOR shall promptly comply with any such written suspension order, even if it disputes the grounds for suspension. CONTRACTOR shall promptly recommence performance of the scope of the work upon receipt of written notice from SCDOT directing CONTRACTOR to resume performance. SCDOT will lift the suspension order promptly after CONTRACTOR fully cures and corrects the applicable breach or failure to perform or any other reason for the suspension order ceases to apply.
4. SCDOT shall have no liability to CONTRACTOR in connection with any such suspension, and CONTRACTOR shall have no right to any adjustment in the Contract Price, additional costs, or additional time on the then-current CPM Schedule in connection with any suspension of Work founded on any of the grounds set forth in this clause XVII.B.
5. If SCDOT orders suspension of Work on one of the foregoing grounds but it is finally determined under the Agreement's dispute resolution procedures that such grounds did not exist, it shall be treated as a suspension for SCDOT's convenience under clause XVII.C.

**B. Suspensions for Convenience; Suspensions for Safety**

1. SCDOT may, at any time and for any reason, by written notice, order CONTRACTOR to suspend all or any part of performance of the scope of the work for the period of time that SCDOT deems appropriate for the convenience of SCDOT. CONTRACTOR shall promptly comply with any such written suspension order. CONTRACTOR shall promptly recommence performance of the scope of the work upon receipt of written notice from SCDOT directing CONTRACTOR to do so.
2. CONTRACTOR shall be entitled for additional time, on a day-by-day basis (or for such additional time, in SCDOT's sole discretion), to achieve Substantial Completion for each day of delay to the CPM Schedule caused by or will result in an identifiable and measurable disruption of an activity on the critical path under the then-current CPM Schedule, after consumption of all then-available float, any such suspensions directed by SCDOT for its convenience; provided, however, that
  - a. SCDOT shall have the right to direct suspensions of the work for convenience not exceeding 48 hours each, up to a total of 144 hours during the term before any such CONTRACTOR entitlement to additional time shall accrue;
  - b. SCDOT may nonetheless suspend the work for its convenience for lack of appropriations, in which case, any such suspension shall not serve to diminish SCDOT's balance of 144 hours then-existing, but CONTRACTOR shall be entitled to additional time and costs under this clause C for the duration of any such suspension. Subject to clause c. below, if the duration of suspensions for convenience reaches 270 days continuously, then SCDOT will be deemed to have terminated this Agreement for its convenience;

- c. SCDOT may suspend the work for its convenience during any period of governmental shutdowns, government-declared restrictions, or other direction of the State or federal executive (including specifically any quarantine or other governmental and non-governmental measures intended to limit the spread of disease), and the duration of any such suspension shall not serve to diminish SCDOT's balance of 144 hours then-existing, nor shall continuation of any such suspension beyond 270 days continuously shall not be deemed to be a termination for SCDOT's convenience;
    - d. SCDOT may suspend the work for its convenience upon discovery of any known or suspected Hazardous Waste or any known or suspected archaeological, paleontological, biological, or cultural resource, and without limiting clause B.1.a above, the duration of any such suspension shall not serve to diminish SCDOT's balance of 144 hours then-existing, nor shall continuation of any such suspension beyond 270 days continuously shall not be deemed to be a termination for SCDOT's convenience.
3. CONTRACTOR shall not be entitled to any additional costs incurred or additional compensation arising out of, relating to, resulting from, or caused by any such suspension directed by SCDOT for its convenience not exceeding 48 hours each, up to a total of 144 hours during the term, but CONTRACTOR shall be entitled to actual, direct, and documented costs incurred resulting from suspensions directed by SCDOT for its convenience beyond any 48 hour period or beyond the aggregate of 144 hours, so long as CONTRACTOR establishes in any CCR that any delay to the CPM Schedule could not have reasonably been mitigated or avoided, and subject to the following further limitations:
  - a. CONTRACTOR shall not be entitled to any disruption damages in connection with any additional costs claimed with respect to any suspension directed by SCDOT for its convenience;
  - b. CONTRACTOR shall not be entitled to any punitive, indirect, special, incidental, or consequential damages in connection with any additional costs claimed pursuant to any suspension directed by SCDOT for its convenience;
  - c. Delay and such other actual, direct, and documented additional incremental costs shall not exceed those calculated pursuant to Section 105.16.5 of the SCDOT Standard Specifications, with the exception of extended job site overhead rates which shall be as set forth in Exhibit 5 of the RFP.
4. CONTRACTOR shall not be entitled to an extension of time or additional costs if the delay arising out of, relating to, or resulting from any suspension directed by SCDOT for its convenience is concurrent with any other unrelated delay to an activity on the critical path under the then-current CPM Schedule for which CONTRACTOR is responsible under this Agreement.

5. Notwithstanding anything to the contrary herein, CONTRACTOR acknowledges that among SCDOT's functions and purposes under SC. Code Ann. 57-1-30(B) is to provide safe transportation for the movement of people and goods throughout the state, and accordingly, SCDOT may issue an order suspending work wholly or in part and to take appropriate action when public safety is jeopardized. CONTRACTOR shall promptly comply with any such written suspension order. CONTRACTOR shall promptly recommence performance of the scope of the work upon receipt of notice from SCDOT directing CONTRACTOR to resume performance. Any such suspension shall not be, nor be deemed to be, (a) a suspension directed by SCDOT for its convenience or (b) a suspension for cause under clause XVII.A.3.e, requiring notice and opportunity to cure or otherwise. SCDOT shall have no liability to CONTRACTOR in connection with any such suspension, and CONTRACTOR shall have no basis to submit a CCR or otherwise claim entitlement to additional cost or accommodation of delay.

### **C. Responsibilities of CONTRACTOR During Suspension Periods**

During any suspension periods directed by SCDOT hereunder, CONTRACTOR shall continue to be responsible for the Project and shall prevent damage, loss or injury to the Project. Without limiting the generality of the foregoing, CONTRACTOR shall specifically provide for drainage, protect any known or suspected Hazardous Waste or known or suspected archaeological, paleontological, biological, or cultural resources (including taking affirmative steps to protect the site from vandalism and unauthorized investigations), protect the site from accidental damage, heavy rainfall, runoff, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project. CONTRACTOR shall also maintain all insurance policies and bonds required to be in placed under this Agreement, comply with all applicable governmental approvals and other permits. CONTRACTOR shall, unless otherwise directed by SCDOT, continue to be responsible for traffic control, erosion control, and maintenance of the roadway in accordance with this Agreement.

### **D. Termination for Convenience**

1. SCDOT reserves the right to terminate the Agreement at any time, in whole or in part, and upon 30 days written notice to CONTRACTOR, if SCDOT determines it to be in the public interest. Should the Agreement be so terminated by SCDOT for its convenience, CONTRACTOR shall be paid for the value of the work, based upon the Schedule of Values, performed to the effective date of termination and reasonable demobilization costs, together with any reasonable, pre-agreed cancellation charges by vendors, suppliers, and subcontractors. CONTRACTOR shall also be entitled to the cost of securing that portion of the work as directed by SCDOT, provided such cost is reasonable and is approved by SCDOT. In no event, shall CONTRACTOR recover any amount for work not performed. The total payment to CONTRACTOR pursuant to any termination by SCDOT for its convenience shall not exceed the Contract Price.

2. Termination of all or a portion of this Agreement shall not relieve CONTRACTOR of any responsibility it would otherwise have for the work completed, or for any claims arising from that work.
3. For avoidance of doubt, any termination by SCDOT for lack of appropriations would be a termination for convenience under this clause E.

**E. Responsibilities of CONTRACTOR Following Notice of Termination of the Agreement**

1. CONTRACTOR shall timely comply with the following provisions independently of, and without regard to, the timing for determining, adjusting, settling, and paying any amounts due CONTRACTOR or SCDOT on account of termination, if any:
  - a. CONTRACTOR shall promptly deliver to SCDOT or its designee possession of all Project Documents, as defined in Article II.F, in CONTRACTOR's possession or control that relates to the Project and that SCDOT deems necessary for completion of the Project;
  - b. CONTRACTOR shall discontinue performance of the scope of the Work, withdraw from the Site, and shall remove materials, equipment, tools, and instruments used by, and any debris or waste materials generated by CONTRACTOR and any subcontractor, vendor, or supplier in the performance of the scope of the Work;
  - c. If and as directed by SCDOT, CONTRACTOR shall confirm the assignment to SCDOT of any contracts with consultants, subcontractors, subconsultants, vendors, or suppliers, and CONTRACTOR shall terminate, at its sole cost, any such contracts not assigned;
  - d. CONTRACTOR shall otherwise promptly and orderly transition the work, demobilize, and transfer management, care, custody, and control of the Project to SCDOT.
2. If SCDOT determines that CONTRACTOR has failed to comply with the foregoing, then upon subsequent notice from SCDOT to CONTRACTOR making reference to this clause, CONTRACTOR acknowledges and agrees that it shall be deemed to have surrendered its access rights to the Site.
3. CONTRACTOR shall, and shall cause its consultants, subcontractors, subconsultants, vendors, and suppliers to, complete all of the foregoing prior to the effective date of the termination of the Agreement as set forth in the notice to CONTRACTOR

**XVIII. DISADVANTAGED BUSINESS ENTERPRISES**

The DBE goal on this project is 0 percent of the Contract Price.

Whether or not there is a DBE contract goal on the contract, the Proposer is strongly encouraged to obtain the maximum amount of DBE participation feasible on the contract. SCDOT will have the right to audit all documentation regarding DBE participation in the Project.

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

Not required.

**XX. RECORD RETENTION**

**A. Retention Period**

1. CONTRACTOR shall maintain the following documents for a period of three years or a period equal to the warranty period, whichever is longer, after Final Completion of the Project:
  - a. All CONTRACTOR samples and test reports;
  - b. Daily Diaries and any other documents required to be retained in accordance with the Quality Control Plan.
  - c. Documents required to be retained under Article VIII.A.17.
  - d. Documents required to be retained under FHWA 1273.
  - e. Documents items listed in Subsection 105.17 of the SCDOT Standard Specification.
2. During the retention period, SCDOT will be granted access to those documents upon reasonable notice. At any time during the retention period, SCDOT will have the option of taking custody of the documents. CONTRACTOR shall obtain a written release from SCDOT prior to destroying the records after the retention period.

**XXI. AS-BUILTS**

**A. Documents**

1. In addition to those documents set forth elsewhere in this Agreement, CONTRACTOR shall provide to SCDOT prior to Final Completion, complete sets of as-built drawings (See Article XXI.D for details). As-built plans consist of the final version of the design plan CADD drawings that incorporate all changes, including any adjustments, relocations, additions and deletions that occurred during construction. CONTRACTOR shall certify that the as-built plans are a true and correct representation of the work as constructed. If any design changes occur during construction, the plan sheets (or any other “job site record document” with a seal) revised after award of contract shall include a complete accounting and detail

of the revisions and design changes. The P.E. responsible for the revisions shall seal each altered plan sheet (or any other “job site record document” with a seal). This documented information is to be part of the As-Built Plan requirements. The CONTRACTOR shall develop as-built plans in accordance with the SCDOT Manual of Instructions for the Preparation of As-Built Plans, edition effective as of the release of the Final RFP.

2. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include: the initiator of the revision, a brief explanation of the nature of the revision, and acceptance and approval from CONTRACTOR, along with associated dates.
3. In addition to the revisions that incorporated changes during construction, the as-built plans shall include the following information gathered during construction:
  - a. The location and elevation of foundations remaining below grade.
  - b. The final profile of each bridge constructed. The profile shall include the elevation along the centerline (or as specified by SCDOT) and a line three feet inboard of each gutter line. Points on the profile shall be taken at no greater than 25-foot intervals and shall include the beginning and end of each span.
  - c. If any structure has pile foundations, information concerning the pile driving operation shall be listed to include pile and driving equipment data, final pile bearing, elevation of pile tip when plan bearing was obtained, final pile tip elevation, penetration into the ground, and PDA or WEAP analysis data. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
  - d. If any structure has drilled shaft foundations, information concerning the installation of the shaft shall be listed to include the drilled shaft report. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
  - e. The final horizontal location of all existing and relocated utility lines and structures that are within the right-of-way. Include approved Utility Agreements, No Cost/No Conflict Letters, and Encroachment Permits.
  - f. The final location and elevations of all pipes, culverts, and drainage structures.
  - g. To include all right-of-way revisions, permissions, and an updated right-of-way data sheet to show the date and manner of acquisition of each tract
4. As-built plans shall be submitted as two full size (36 inch x 22 inch) copies and one (1) copy on compact disc in a format acceptable to SCDOT. The levels and symbology of the as-built CADD drawings shall conform to SCDOT standard levels and symbology used to develop the design drawings for the Project.



**XXII. ESCROW PROPOSAL DOCUMENTS**

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

**XXIII. DISPUTE RESOLUTION**

**A. Parties**

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

**XXIV. SCDOT'S AGENT**

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

**XXV. ASSIGNABILITY**

**A. By CONTRACTOR**

1. Neither the Agreement nor CONTRACTOR's interest herein, in whole or in part, shall be voluntarily or involuntarily assigned, sold, conveyed, transferred, pledged, mortgaged, or otherwise encumbered (by way of grant of right of entry, grant of special use, management, or control of the Project, or otherwise) by CONTRACTOR without the prior written consent of SCDOT. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement to any entity in which the organizations signing this Agreement for CONTRACTOR, or the shareholder(s), general partner(s) or member(s) that exercise management control over such organizations, hold and exercise effective management control and hold at least 50 percent of the equity interest.

2. Any purported voluntary or involuntary sale, assignment, conveyance, transfer, pledge, mortgage, or encumbrance of this Agreement, in whole or in part, or other grant of right of entry, or grant of other special use, management or control of the Project in violation of this Article shall be null and void ab initio.

**B. By SCDOT.**

SCDOT may assign the Contract without the consent of CONTRACTOR.

**C. Restrictions on Equity Transfers and Changes of Control**

1. Except as permitted in this Article, no voluntary or involuntary Change of Control of CONTRACTOR, including any Equity Transfer that would result in a Change of Control of CONTRACTOR, shall be permitted without the prior written consent of SCDOT.
2. Transfers and transactions within any of the exceptions described in clauses (a) through (e) of the definition of Change of Control are allowed at any time without necessity for SCDOT's approval but, in the case of exceptions described in clauses (a) through (c), subject to the condition that CONTRACTOR delivers to SCDOT, no later than ten days prior to the effectiveness of the transfer or transaction, a written notice describing the transfer or transaction and (if applicable) the names of the transferor and transferee, together with documentation demonstrating that the transfer or transaction is within such an exception.
3. Any purported voluntary or involuntary Equity Transfer or Change of Control in violation of this clause C. shall be null and void ab initio.

**D. Definitions.**

For purposes of this Article, the following terms have the meanings ascribed.

1. Equity Transfer means any sale, assignment, conveyance, transfer, pledge, mortgage, or other encumbrance of any equity interest in CONTRACTOR.
2. Change of Control means any Equity Transfer, transfer of an interest, direct or indirect, in an equity member, or other sale, assignment, conveyance, transfer, pledge, mortgage, or other encumbrance financing, grant of security interest, hypothecation, transfer of interest or transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation, bankruptcy or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or control or cause the direction or control of the management of CONTRACTOR or a material aspect of its business. A change in possession of the power to direct or control or cause the direction or control of the management of an equity member of CONTRACTOR may constitute a Change of Control of CONTRACTOR if such equity member possesses, immediately prior to such Change of Control, the power to direct or control or cause the direction or control of the management of

CONTRACTOR. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

- a. A change in possession of the power to direct or control the management of CONTRACTOR Developer or a material aspect of its business due solely to a bona fide transaction involving beneficial interests in the ultimate parent organization of an equity member, (but not if the equity member is the ultimate parent organization), provided, however, that this exception shall not apply if the transferee in such transaction is, at the time of the transaction, suspended or debarred, or subject to a proceeding that may result in being suspended or debarred from bidding, proposing or contracting with any federal or state department or agency;
- b. An upstream reorganization or transfer of direct or indirect interests in CONTRACTOR so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of CONTRACTOR;
- c. An Equity Transfer, where the transferring equity member and the transferee are under the same ultimate parent organization ownership, management and control before and after the transfer;
- d. A change in possession of the power to direct or control the management of CONTRACTOR or a material aspect of its business due solely to bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering; or
- e. The exercise of minority veto or voting rights (whether provided by applicable law, by CONTRACTOR's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of CONTRACTOR, provided that if such minority veto or voting rights are provided by shareholder or similar agreements, SCDOT has received copies of such agreements.

## **XXVI. GENERAL PROVISIONS**

1. This Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of South Carolina.
2. Headings and titles of the various parts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.
3. In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this Agreement. For purposes of construction of this Agreement, this Agreement will be considered

to have been drafted by both parties and will not be construed against SCDOT because it was drafted by SCDOT.

4. All notices pertaining to this Agreement shall be in writing and, if to SCDOT, will be sufficient when sent registered or certified mail to SCDOT addressed as follows:

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

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

(Insert CONTRACTOR'S address here)

5. The Contract Documents set forth the full and complete understanding of the parties as of the Effective Date defined herein, and supersedes any and all prior agreements, representations, and understandings of any kind.
6. The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies within respect to the work shall be exclusively those expressly set forth in this Agreement.
7. In no event shall any failure by either party hereto to fully enforce any provision to this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.
8. Nothing in this Agreement is intended to create any contract rights for any party other than SCDOT and CONTRACTOR, nor are any third-party beneficiary rights intended to be created hereby.
9. All obligations of SCDOT hereunder are subject to all applicable law and appropriations by the South Carolina General Assembly. The obligation of SCDOT to make any payments under this Agreement does not constitute an indebtedness of the State of South Carolina within the meaning or application of any constitutional provision or limitation and does not constitute a pledge of the faith, credit or taxing power of the State of South Carolina or any political subdivision thereof within the meaning or application of any constitutional provision or limitation.
10. CONTRACTOR is an independent contractor, and nothing contained in this Contract shall be construed as constituting any relationship with SCDOT other than that of independent contractor. In no event shall the relationship between SCDOT and CONTRACTOR be construed as creating any relationship whatsoever between SCDOT and CONTRACTOR's employees, suppliers, or other contractors. Neither CONTRACTOR nor any of the employees, suppliers, or contractors of CONTRACTOR or any of CONTRACTOR's affiliates is or shall be deemed to be

an employee of SCDOT. Except as otherwise expressly stated or implied in law or under any governmental approval or permit, CONTRACTOR has sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents, for all suppliers, subcontractors, and for all other persons or entities that CONTRACTOR or any supplier or subcontractor hires to perform or assist in performing the work under this Contract.

11. This Contract shall be binding on and inure to the benefit of SCDOT and CONTRACTOR and each of their successors, permitted assigns, and legal representatives.
12. CONTRACTOR's and SCDOT's representations and warranties, if any, the dispute resolution provisions, the indemnifications, the express obligations of the parties following termination, and all other provisions which by their inherent character should survive expiration or earlier termination of this Contract and/or Final Completion shall survive the expiration or earlier termination of this Contract and/or the Final Completion of the Project.
13. Persons employed by, or contracted to, SCDOT in connection with this Contract are acting solely as agents and representatives of SCDOT when carrying out the provisions of, or exercising the power or authority granted to them under, this Contract. They shall not be liable either personally or as employees of or contractors to SCDOT for actions in their ordinary course of employment or performance of contracted services.
14. It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is by the courts held to be illegal or in conflict with any law of the State of South Carolina, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions to be invalid.
15. The language in all parts of the Contract shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. In the event of an ambiguity in or dispute regarding the interpretation of the Contract, the Contract shall not be interpreted or construed against the party preparing it, and instead other rules of interpretation and construction shall be utilized.
16. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Bridge Package 19  
GREENVILLE AND PICKENS COUNTIES

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

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

SOUTH CAROLINA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_  
Chris J. Gaskins, P.E.  
Director of Alternative Delivery

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

\_\_\_\_\_

Recommended:

\_\_\_\_\_  
Travis Driggers  
Contract Administrator

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
*Name of Contractor*

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

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

**CERTIFICATION OF CONTRACTOR**

I hereby certify that I am the duly authorized representative of the CONTRACTOR, and I can confirm that neither I nor the CONTRACTOR I represent has:

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

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

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

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

CONTRACTOR

\_\_\_\_\_  
*Name of Contractor*

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

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

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

**CERTIFICATION OF DEPARTMENT**

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

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

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

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_

TITLE: DIRECTOR OF ALTERNATIVE DELIVERY

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



**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

CONTRACTOR: \_\_\_\_\_  
(Signature)

**COMMISSIONER EMPLOYEE INTEREST CERTIFICATION**

As a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the CONTRACTOR/CONSULTANT certifies on behalf of the CONTRACTOR/CONSULTANT, that during the procurement and award of this Agreement, and as an ongoing obligation under this Agreement until the end of the contract period, CONTRACTOR/CONSULTANT represents and agrees to comply with the following provisions:

1. In accordance Section 23 of Act 40 of 2017 (now codified as Section 57-1-350(G) of the Code of Laws of South Carolina 1976, as amended):
  - a) No member of the SCDOT Commission has an interest, direct or indirect, in the proposal or bid submitted to SCDOT for this Project, during the member's term of appointment and for one year after the termination of the appointment.
  - b) No member of the SCDOT Commission will have an interest, direct or indirect, in any contract, franchise, privilege, or other benefit granted or awarded by the Department relating in any way to this Project (through subcontractors, consultants, vendor, or suppliers) during the member's term of appointment and for one year after the termination of the appointment.
  
2. In accordance with SCDOT Departmental Directive 45(a) regarding Post-employment Restrictions on Qualification-Based Procurements dated August 13, 2015 and amended June 2, 2017:

No current or former employee, who served in a management level position or above, may work on or invoice for services performed on this Project within 365 days after their last day of employment with SCDOT. For the purposes of this bright line rule, "management level position" is defined as any SCDOT Pay Band 7 and above position, which includes, but is not limited to, Directors, Assistant Directors, District Engineering Administrators, District-level Engineers, Program Managers, Assistant Program Managers and Resident-level Engineers.

CONTRACTOR/CONSULTANT hereby certifies that it and all of its consultants, sub-consultants, contractors, vendors, suppliers, employees and agents will comply with the above provisions.

CONTRACTOR/CONSULTANT

By: \_\_\_\_\_  
(Signature)

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

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

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

**PROJECT INFORMATION PACKAGE ACKNOWLEDGMENT FORM**

**ACKNOWLEDGMENT**

**NO RIGHT TO RELY ON PROJECT INFORMATION PACKAGE**

The undersigned Proposer hereby agrees that it did not rely on the contents, accuracy, thoroughness, and completeness of the Project Information Package (PIP) as part of its response to the Request for Proposals (RFP) process. The information—defined as broadly as possible—contained within the PIP was provided by or on behalf of SCDOT for informational purposes equally to prospective proposers. The undersigned Proposer acknowledges that the information gathered and provided as the PIP is preliminary only and not intended by SCDOT, its officers, employees, consultants, agents, heirs, and assigns to be comprehensive.

Proposer is hereby informed that SCDOT compiled the information contained within the PIP for the purposes of obtaining all necessary permits, to ascertain feasibility, to estimate project duration and/or cost, and other such determinations as SCDOT deemed necessary in determining whether to pursue this Project. Proposer agrees that SCDOT has specifically disclaimed the accuracy and completeness of the information in the PIP from whatever source it is derived or compiled. SCDOT has made no representations, covenants, warranties or guarantees, either express or implied, regarding the accuracy and completeness of the information contained within the PIP.

Proposer also acknowledges and agrees that the information contained in the PIP is of such a preliminary character that is unreasonable to use for technical, engineering, or scientific decisions relating to, necessary to make, or contained within a proposal including, but not limited to, designs, quantities of materials to be excavated, engineering decisions, material quantities required, etc. Proposer agrees that it is its responsibility to conduct an independent investigation of the facts and circumstances necessary to submit a proposal. Proposer admits that, if it has relied on the information contained within the PIP, it has been specifically advised against doing so and relies upon the PIP at its own risk. The Proposer accepts that there is a substantial possibility that there are potential risks not discovered by the preparers of the PIP. Proposer specifically and intentionally waives reliance upon the thoroughness and comprehensiveness of the PIP, and shall hold harmless SCDOT, its officers, employees, consultants, agents, heirs, and assigns.

Proposer agrees this acknowledgment is an essential and material part of its Proposal and Contract with SCDOT. Proposer has had the advice of learned counsel or the opportunity to consult with said counsel prior to the execution of this acknowledgment.

I acknowledge that giving false, misleading or incomplete information on this certification may subject me to prosecution under the laws of the United States of America and/or the State of South Carolina.

PROPOSER

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

Authorized Representative \_\_\_\_\_

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

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

(S) \_\_\_\_\_

Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# **EXHIBIT 1**

## **COST PROPOSAL BID FORM**

**PROPOSED COST PROPOSAL BID FORM**  
**FOR**  
**BRIDGE PACKAGE 19**  
**GREENVILLE AND PICKENS COUNTIES**

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

# **EXHIBIT 2**

## **SCHEDULE OF VALUES**

**SCHEDULE OF VALUES  
FOR  
BRIDGE PACKAGE 19**

**GREENVILLE AND PICKENS COUNTIES**

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

# **EXHIBIT 3**

## **SCOPE OF WORK**



EXHIBIT 3 – SCOPE OF WORK

The South Carolina Department of Transportation (SCDOT) proposes to replace six bridges in Greenville County and two bridges in Pickens County in SCDOT District 3. This design-build project consists of all work necessary to remove the existing bridges and to design and construct new bridges, including the associated roadway and drainage work necessary to tie the new bridge approaches to the existing roadway. The existing bridge at S-23-310 will be replaced with a reinforced concrete box culvert.

The bridge replacements and associated roadway tie-ins shall be constructed as close as practical to the existing roadway alignment on the existing centerline. Alignment shifts are acceptable where geometric design improvements are necessary to meet design criteria or to allow for construction by avoiding existing site constraints. The work also includes repairing any deficient roadway embankments within the roadway approach limits of each bridge.

Number	Route	Crossing	County	Asset Number
1	S—23-40	SALUDA RIVER OVERFLOW	GREENVILLE	2541
2	S-23-40	SOUTH SALUDA RIVER	GREENVILLE	2540
3	S-23-102	ARMSTRONG CREEK	GREENVILLE	3308
4	S-23-310	LANGSTON TRIBUTARY	GREENVILLE	4543
5	S-23-41	MIDDLE SALUDA RIVER	GREENVILLE	4329
6	S-23-94	SUBER BRANCH	GREENVILLE	4129
7	S-39-26	TRIBUTARY TO SALUDA RIVER	PICKENS	5605
8	S-39-32	CROW CREEK	PICKENS	3448

This scope of work shall include the removal and disposal of all of the existing structures within SCDOT right-of-way. The Contractor shall clear all debris above the existing ground line within the project right-of-way limits. End fill slopes shall be excavated to accommodate the new structures as needed. Work also includes coordination with the United States Geological Survey (USGS) for equipment relocation at the S-23-41 site. Refer to PCDM21 and Exhibit 5.

All bridges are currently open to traffic with load restrictions with the exception of the S-23-40 bridge over Saluda River Overflow and S-23-40 over South Saluda River which are currently closed to traffic.

S-23-40, S-23-41, and S-39-26 bridge sites qualify for “Supplemental Design Criteria for Low Volume Bridge Replacement Projects”, SCDOT PCDM-11. All other bridge sites shall be designed using standard design criteria based on functional classification and as presented in Exhibit 4.

EXHIBIT 3 – SCOPE OF WORK
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The Contractor shall coordinate with all utility companies if their proposed design or construction requires the relocation of utilities either due to a physical conflict with the proposed work or due to crane safety clearances. The contractor shall provide utility coordination in accordance with the requirements of the Agreement for all project locations.

For a full understanding of the scope of the project and the criteria for the construction items needed for this project, review Exhibit 4, Exhibit 5, Exhibit 6, and Attachment B.

# **EXHIBIT 4**

## **PROJECT DESIGN CRITERIA**

EXHIBIT 4 – PROJECT DESIGN CRITERIA
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This exhibit details the criteria by which the project shall be designed and constructed. It is the responsibility of the Engineer to get clarification from the Department if a question arises from the use of the below exhibits. These criteria are divided into subsections as listed below:

Exhibit 4a – Roadway Design Criteria

Exhibit 4b – Structures Design Criteria

Exhibit 4c – Pavement Design Criteria

Exhibit 4d – Traffic Design Criteria

Part 1. Signing and Pavement Marking

Part 2. Work Zone Traffic Control

Exhibit 4e – Hydraulic Design Criteria

Exhibit 4f – Geotechnical Design Criteria

Exhibit 4z – Project Deliverables

**DESIGN REFERENCES**

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

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

- AASHTO A Policy on Design Standards Interstate System, 2016
- AASHTO An Informational Guide On Fencing Controlled Access Highways, 1990
- AASHTO Drainage Manual, 2014 first edition
- AASHTO Drainage Manual, Appendix 17A
- AASHTO Guide for the Development of Bicycle Facilities, 2012
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2<sup>nd</sup> Edition
- AASHTO Highway Drainage Guidelines, 2007
- AASHTO LRFD Bridge Design Specifications, 9th Edition
- AASHTO LRFD Bridge Construction Specifications, 2017, Fourth Edition
- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2015 Interim
- AASHTO LRFD Bridge Design Guide Specifications for GFRP-Reinforced Concrete, 2018, 2<sup>nd</sup> Edition
- AASHTO Guide Specifications for Analysis and Identification of Fracture Critical Members and System Redundant Members, 1<sup>st</sup> Edition with 2022 Interim
- AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms, 2008 Edition
- AASHTO Guide Specification for Service Life Design of Highway Bridges, 2020, 1<sup>st</sup> Edition
- AASHTO Manual for Assessing Safety Hardware (MASH)
- AASHTO Manual for Bridge Evaluation, latest edition
- AASHTO Roadside Design Guide, 2011, 4<sup>th</sup> Edition
- AASHTO Roadway Lighting Design Guide, latest edition
- AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, latest edition
- AASHTO Highway Safety Manual
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, latest edition (Only for Standard 35' Luminaire Poles and High Mast Luminaire Poles)
- AASHTO/AWS D1.5/D1.5M: 2020 Bridge Welding Code, 8<sup>th</sup> Edition
- AASHTO/AWS D1.1/D1.1M: 2020 Structural Welding Code – Steel, 24<sup>th</sup> Edition
- AASHTO/AWS D1.4/D1.4M: 2018 Structural Welding Code – Reinforcing Steel, 8<sup>th</sup> Edition
- AASHTO “Standard Specifications for Transportation Materials and Methods of Sampling and Testing” 2013 Thirty-Third Edition
- ACI 318 Building Code and Commentary
- ASCE’s “Minimum Design Loads for Buildings and Other Structures”, latest edition

## EXHIBIT 4 – PROJECT DESIGN CRITERIA

- ANSI C2 National Electrical Safety Code, latest edition
- FEMA Regulations, 44CFR Chapter 1
- FHWA Manual on Uniform Traffic Control Devices, Latest edition
- FHWA Report No. FHWA-SA-14-067 Diverging Diamond Interchange Informational Guide
- NCHRP Report 672, Roundabouts: An Informational Guide – Second Edition
- NFAP-70 National Electrical Code, latest edition
- International Building Code, latest edition
- PCI Bridge Design Manual, 3<sup>rd</sup> Edition
- PCI CB-02-16: Recommended Practice for Lateral Stability of Precast, Prestressed Concrete Bridge Girders
- PCI CB-04-20: User Manual for Calculating Lateral Stability of Precast, Prestressed Concrete Bridge Girders
- SCDHEC NPDES Construction Permit # SCR160000
- SCDHEC NPDES MS4 Permit # SCS040001
- SCDOT Access and Roadside Management Standards, August 2008 with updates
- SCDOT Americans with Disabilities Act Transition Plan, December 2014 with updates
- SCDOT Bridge Design Manual, 2006
- SCDOT Bridge Design Memoranda, effective between July 1, 2006 and the Final RFP release date
- SCDOT Bridge Inspection Guidance Document, 2020
- SCDOT Engineering Directives, effective as of the Final RFP release date
- SCDOT Environmental Reference Document, 2008
- SCDOT Geotechnical Design Manual, 2022 Edition
- SCDOT Geotechnical Design Bulletins, effective as of the Final RFP release date
- SCDOT Geotechnical Drawings and Details, effective as of the Final RFP release date
- SCDOT Hydraulic Design Bulletins
- SCDOT Load Rating Guidance Document, 2019, including latest Technical Notes
- SCDOT Pavement Design Guidelines, July 2008 Edition
- SCDOT Preconstruction Advisory Memorandums, effective as of the Final RFP release date
- SCDOT Preconstruction Design Memorandum, effective as of the Final RFP release date
- SCDOT Preconstruction Survey Manual, effective as of the Final RFP release date
- SCDOT Procedures and Guidelines for Work Zone Traffic Control Design, effective as of the Final RFP release date
- SCDOT Qualified Product Lists, effective as of the Final RFP release date
- SCDOT Requirements for Hydraulic Design Studies, May 2009
- SCDOT Road Design Reference Material for Consultant Prepared Plans, June 2010
- SCDOT Roadway Design Manual, 2021, with updates effective as of the Final RFP release date and supplemented with AASHTO A Policy on Geometric Design of Highways and Streets, 2018
- SCDOT Roadside Plants to Avoid/Trees with Limitations on R/W, October 2014
- SCDOT Roadway CADD Manual, effective as of the Final RFP release date
- SCDOT Seismic Design Specifications for Highway Bridges, 2008 (Version 2.0)
- SCDOT Standard Drawings, effective as of the Final RFP release date
- SCDOT Standard Specifications for Highway Construction, 2025

EXHIBIT 4 – PROJECT DESIGN CRITERIA
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- SCDOT Stormwater Quality Design Manual, effective as of the Final RFP release date;
- SCDOT Structural Drawings and Details, including Instructional Memoranda, effective as of the Final RFP release date
- SCDOT Supplement to the MUTCD
- SCDOT Supplemental Specifications effective as of the Final RFP release date
- SCDOT Supplemental Technical Specifications, effective as of the Final RFP release date
- SCDOT Supplemental Specifications for Roadway Lighting dated December 6, 2018
- SCDOT Traffic Signal Design Guidelines, 2021 Edition
- SCDOT Traffic Signal Material Specifications, effective as of the Final RFP release date
- SCDOT Traffic Signal Supplemental Specifications, effective as of the Final RFP release date
- SCDOT Street Trees and Sidewalk Planting Suggestions, May 2013
- SCDOT Vegetation Management Guidelines, effective as of the Final RFP release date
- South Carolina State Water Law
- The Rule on Work Zone Safety and Mobility, Policy and Guidelines
- The State Stormwater and Sediment and Erosion Control Regulations administered by DHEC, 26 S.C. Code Ann. Regs. 72-405 (Supp. 1995) et seq.
- TRB Highway Capacity Manual, 6<sup>th</sup> Edition
- TRB Highway Capacity Manual, 2010
- United States Access Board's Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), November 23, 2005

# **EXHIBIT 4a**

## **ROADWAY DESIGN CRITERIA**



**1. GENERAL**

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

**2. CRITERIA**

Classify the terrain as mountainous on S-41 & S-32, all other routes within the scope of work will be classified as rolling.

**2.1 Functional Classification**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• S-26</li> <li>• S-40</li> <li>• S-41</li> <li>• S-102</li> <li>• S-32</li> <li>• S-310</li> <li>• S-94</li> </ul> | <ul style="list-style-type: none"> <li>Rural – Major Collector</li> <li>Rural – Major Collector</li> <li>Rural – Major Collector</li> <li>Rural – Major Collector</li> <li>Rural – Major Collector</li> <li>Urban – Major Collector</li> <li>Urban – Minor Arterial</li> </ul> |
|--|--|

**2.2 Design Speed**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• S-26</li> <li>• S-40</li> <li>• S-41</li> <li>• S-102</li> <li>• S-32</li> <li>• S-310</li> <li>• S-94</li> </ul> | <ul style="list-style-type: none"> <li>45 mph</li> <li>45 mph</li> <li>45 mph</li> <li>50 mph</li> <li>50 mph</li> <li>30 mph</li> <li>45 mph</li> </ul> |
|--|--|

**2.3 Traffic Volume**

	<b>2025 Open Year AADT</b>	<b>2045 Design Year AADT</b>	<b>Truck %</b>
S-26	600	800	8
S-40	600	800	11
S-41	240	360	8
S-102	1,300	2,100	5
S-32	2,500	3,400	12
S-310	2,400	3,400	6
S-94	11,000	21,000	2

S-26, S-41, and both S-40 sites are to be considered low volume bridge replacements. See PCDM-11 July 2024 for guidance outside of this design criteria.

**2.4 Lane Width**

- S-26 10’ traveled way
- S-40 10’ traveled way
- S-41 10’ traveled way
- S-102 11’ traveled way
- S-32 12’ traveled way
- S-310 12’ traveled way
- S-94 12’ traveled way

**2.5 Shoulder Width**

	<b>Total Width</b>	<b>Paved Shoulder</b>	<b>Earth Shoulder</b>
S-26, S-40, S-41	4 ft.	2 ft.	2 ft.
S-102, S-32, S-310	8 ft.	2 ft.	6 ft.
S-94	10 ft.	2 ft.	8 ft.

**2.6 Horizontal Alignment**

Low volume bridge replacement sites shall follow the guidance in SCDOT PCDM-11 for development of horizontal curves and superelevation.

For all other sites, develop horizontal curves and superelevation in compliance with SCDOT Roadway Design Manual.

**2.7 Vertical Alignment**

Develop vertical curves, grades, and clearances in compliance with SCDOT Roadway Design Manual.

Use grade adjusted K values where the downgrades are 3 percent or greater.

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

For the low volume bridge replacement sites, if the existing K value is within 15 mph of the design speed retain or improve the K value. If the existing K value is not within 15 mph of the design speed, use a K value that is within 15 mph of the design speed. In no case shall a K value be less than the existing. K values should not be less than the existing conditions, except when the existing K value exceeds the design speed (not 15 mph allowable range) minimum requirements.

	<b>Maximum Grade</b>	<b>Minimum Grade</b>
S-40, S-26	8%	0.5%
S-41	10%	0.5%
S-94, S-102	7%	0.5%
S-310	11%	0.5%
S-32	9%	0.5%

**2.8 Side Slopes**

Develop side slopes in compliance with SCDOT Roadway Design Manual.

**2.9 Cross Slopes**

Develop cross slopes in compliance with SCDOT Roadway Design Manual. For low volume bridge sites see PCDM-11 July 2024 for guidance.

**2.10 Clear zones**

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

3H:1V fill slope is used.

Provide guardrail and/or barrier on all approaching quadrants of each bridge. Provide MASH compliant guardrail and/or barrier on all trailing end quadrants of each bridge. Provide MASH compliant leading end treatments (MT2 or MT3) in all locations where guardrail is terminated, with the exception of S-94 on the northwest quadrant, S-102 on the northwest quadrant, S-32 on both trailing end quadrants, and S-41 on both trailing end quadrants. Pre-MASH guardrail is acceptable at these locations only to accommodate access to the S-94 driveway on Tract 21, and the intersection of S-102 and Pine View Drive. No trailing end guardrail treatment is required for S-32 to allow for access to Tract 1 and 7 driveways as long as barrier is utilized past the bridge end, if no barrier is present then appropriate guardrail end treatments are required. No trailing end treatment is required on either end of the S-41 bridge to allow access to Tract 16 and Tract 4 driveways.

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

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

## **2.11 Right-Of-Way**

For bridge sites that currently have a complete 75 feet right-of-way width on each side of the structure and where the length of 75 foot wide right-of-way is at least 75 feet from each end of the proposed bridge, no additional right-of-way is necessary unless the design and construction results in permanent facilities extending outside of the existing right-of-way.

For bridge sites that do not currently have a complete 75 feet right-of-way width on each side of the structure or where the length of 75 foot wide right-of-way is not present at least 75 feet from each end of the proposed bridge, provide a minimum right-of-way width of 75 feet on each side of the structure centerline a minimum of 75 feet from each end of the bridge; refer to SCDOT Roadway Design Manual Chapter 12 Section 12.1.14. Provide right-of-way described within this paragraph regardless of whether the design requires this right-of-way or not.

Provide sufficient right-of-way to cover all permanent facilities. Permanent facilities is defined as area between construction limits left and right.

Clear and grub the entirety of the right-of-way that can be accessed without crossing a wet stream, creek, or tributary, with the exception of grubbing in wetlands. Contractor shall clear but not grub in the wetlands. Clearing and grubbing is not required for right-of-way that must be accessed by crossing a wet stream, creek, or tributary. When the NPDES line is outside of the construction limits extend grubbing operations within the limits of the BMPs.

**2.12 Sight Distance**

Retain existing if value is within 15 mph of design speed for low volume bridge replacement sites. All other sites, develop sight distance in compliance with SCDOT Roadway Design Manual.

**2.13 Roadside Barriers**

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

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

Provide non-mow strip under guardrail in accordance with the guidance found in Attachment B and Exhibit 5, Special Provisions Section 805. Non-mow strips shall be constructed of asphalt.

Use additional length guardrail posts with compressed guardrail shoulder break only where right of way or environmental impacts dictate that standard guardrail shoulder break cannot be built. Slopes shall be designed to meet Exhibit 4f criteria regardless of the standard drawing allowable slopes.

**2.14 Bicycle and Pedestrian**

Additional bicycle/pedestrian accommodations are not required as part of this project.

# **EXHIBIT 4b**

## **STRUCTURES DESIGN CRITERIA**

## 1. GENERAL

Exhibit 4b contains requirements for:

- The replacement of existing bridges as denoted in the Scope of Work

Refer to Attachment B for additional Structures Design Criteria, including criteria for box culverts.

## 2. CRITERIA

### 2.1 New Highway Bridges

#### 2.1.1 Bridge Design

Design all new bridges in accordance with the requirements of the AASHTO LRFD Bridge Design Specifications, 9<sup>th</sup> edition. Use the HL-93 design live loading and all vehicles as required by SCDOT Load Rating Guidance Document (LRGD). See the “Bridge Load Rating” requirements in this exhibit.

#### 2.1.2 Seismic Design and Detailing

For Sites S-40 over South Saluda River, S-40 over South Saluda Overflow, S-26 over Tributary to South Saluda River, and S-41 over Middle Saluda River:

No Operational Classification (OC) is assigned in accordance with PCDM-11 and a detailed seismic analysis is not required. All bridges shall meet the seismic design and detailing requirements for Seismic Design Category (SDC) “A” defined in the SCDOT Seismic Design Specifications (SDS). Use  $S_{D1-SEE} = 0.25g$  as the design seismic acceleration coefficient for all bridge sites in accordance with PCDM-11. Seismic Design Summary Reports are not required.

For Sites S-94 over Suber Branch, S-102 over Armstrong Creek, and S-32 over Crow Creek:

In accordance with the SDS, the Bridge Operational Classification is “II” and the SDC is “A”. Seismic Design Summary Reports are not required.

#### 2.1.3 Dimensions

Construct the new bridges with roadway widths that are equal to or greater than the approach roadway widths (traveled way plus shoulders) that are specified in Exhibit 4a. For cored slab and box beam structures, use SCDOT Bridge Design Memorandum DM0120 and DM0524 for the minimum number of units in transverse layout and corresponding roadway width on the bridge. For cored slab and box beam bridges used in conjunction with curving roadway geometry on a

portion of the bridge, the bridge width shall be increased to meet minimum shoulder width requirements.

Refer to DM0424 and DM0524 for geometric limitations associated with cored slab and box beam bridges.

#### 2.1.4 Removal and Disposal of Existing Bridges

Remove and dispose of the existing structures and appurtenances, including non-attached piles and remnants from previous structures, in accordance with the SCDOT Standard Specifications, with the following exception.

At S-41 over Middle Saluda River, entirely remove the existing abutment walls if any portion is in conflict with the proposed end bents.

If a portion of an existing structure is to be removed while traffic is maintained on the bridge, ensure the structural capacity will be adequate to accommodate all loads remaining on the bridge, based on the loads for which the bridge was originally designed.

#### 2.1.5 Vertical Clearances

Provide vertical clearance in accordance with Exhibit 4e.

#### 2.1.6 Span Arrangement and Skew

Provide the minimum channel span length, minimum bridge length, and minimum bent skew angle (measured from a line perpendicular to the alignment centerline) at each site as listed in Attachment B - Hydrology.

Refer to design memo DM0424 and DM0524 for maximum skew angle on cored slab and box beam bridges.

The minimum span length for any structure type is 40 feet.

All bents shall be parallel to each other.

#### 2.1.7 Superstructures

Allowable superstructure types are outlined in Sections 12.3.2.1, 12.3.2.2, 12.3.2.3, 12.3.2.4, and 12.3.2.5 of the SCDOT Bridge Design Manual (BDM) as well as design memo DM0424 and DM0524.

SCDOT Structural Drawings and Details for cored slab and box beam bridges are available in standard span lengths in 10-foot increments from 30-feet up to 100-feet. Do not deviate from the standard span lengths provided.

Design and load rate prestressed concrete cored slab, box beam, and I-girder bridges in accordance with the design criteria and assumptions outlined in the



applicable SCDOT Structural Drawings and Details Instructional Memorandum (IM704 series). For I-girders, IM704 design criteria and assumptions are supplemental to design criteria contained in the BDM and subsequent design memos (2006 and later), which remain in effect.

Provide a smooth float finish to the tops of precast cored slab and box beam units.

Cored slab spans and box beam spans may be used on the same, multi-span bridge (for different spans, such as box beam main span and cored slab approach spans). Cored slab / box beam superstructure type shall not be mixed with any other structure type on the same, multi-span bridge.

For prestressed concrete girder superstructures, use prestressed concrete girders that are “I” shaped. Design prestressed concrete girders so that the algebraic sum of the beam deflections due to prestress and beam self-weight, the beam dead load deflections due to non-composite dead load, and composite dead load deflections due to applied superimposed dead loads (including future wearing surface) results in a positive (upward) camber. For this calculation, the beam camber due to prestress and self-weight shall be considered “At erection” as described in the PCI Bridge Design Manual, 4<sup>th</sup> Edition (PCIBDM) section 8.7.1 and shall be augmented by the “At erection” multipliers commensurate with PCIBDM Table 8.7.1-1.

For prestressed concrete bulb-tee beams, Florida I-beams, and structural steel plate girders used on this project, BDM Section 12.2.5.3 is amended to increase the maximum girder spacing to 12.0 feet.

For prestressed concrete beams that exceed a span-to-depth (S/D) ratio of 25 (where S is span length and D is beam depth), the bridge engineer of record is responsible for performing a stability analysis to ensure the design accounts for stresses and deformations induced during handling, transportation and erection. Perform the stability analysis in accordance with the Recommended Practice for Lateral Stability of Precast, Prestressed Concrete Bridge Girders (CB-02-16), including errata dated March 2020, published by the Precast Concrete Institute (PCI), as well as the User Manual for Calculating Lateral Stability of Precast, Prestressed Concrete Bridge Girders (PCI publication CB-04-20). Input assumptions used in the analysis for handling and hauling shall be shown on the beam sheets in the final bridge plans. Verify assumptions for the hauling vehicle with the proposed precast fabricator for the project.

For steel welded plate girder superstructures, use structural steel girders that are “I” shaped. For steel welded plate girder and steel rolled beam superstructures, use unpainted weathering steel that conforms to the requirements of AASHTO M 270 and BDM Section 16.2.1.3

At each bearing location, connect girders to the substructure using anchor bolts.

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

#### 2.1.8 Concrete Strengths

In prestressed concrete piles and beams, concrete design strengths are not allowed to exceed 8,000 and 10,000 psi maximum, respectively. Utilize Class 4000 concrete in all cast-in-place concrete bridge components, with the following exception. Utilize Class 4000DS concrete in drilled shafts and drilled piles. All precast concrete bridge components shall have a minimum design strength of 5000 psi.

For bridge deck and flat-slab superstructure concrete, design the Class 4000 concrete mix to include between 20-25% Type F fly ash by mass of total cementitious material. High early strength mixes are prohibited. Limit the maximum cement content to 700 pounds per cubic yard.

#### 2.1.9 Final Finish of Exposed Concrete Surfaces and Waterproofing

Final surface finish is not required on this project.

On cored slab and box beam bridges, prior to placement of the asphalt wearing surface, use a bridge deck waterproofing system in accordance with the systems and criteria in Attachment B.

#### 2.1.10 Lightweight Concrete

Lightweight Concrete is not permitted on this project.

#### 2.1.11 Post-Tensioning

Post-tensioning is not permitted for this project.

#### 2.1.12 Bridge Decks

Design I-girder bridge decks with reinforced cast-in-place concrete.

Apply a Grooved Surface Finish to all concrete bridge deck riding surfaces (permanent and temporary lanes and shoulders) in accordance with SCDOT Supplemental Specification entitled "Bridge Deck Grooving".

Asphalt overlays are only permitted on cored slab and box beam spans. At expansion joint locations (bents with at least one bearing located designated as an expansion bearing) for cored slab and box beam bridges, provide the following joint seal in the overlay: Saw-cut the top of finished asphalt surface to dimensions ½" wide by 1½" deep, along the joint centerline for the full width of riding surface between barriers, and fill saw-cut with SCDOT approved cold applied elastic filler in accordance with manufacturer specifications.

Longitudinal expansion joints are not permitted.

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

The Contractor may use permanent stay-in-place bridge deck forms for concrete deck slabs between new beams and girders. Fabricate permanent stay-in-place bridge deck forms and supports from steel conforming to ASTM A 653, Grades 40 or 50. Do not use fillers in the flutes of the stay-in-place forms. Fill form flutes with concrete as the deck slab is placed.

#### 2.1.14 Barriers

Provide bridge barrier parapets in accordance with the SCDOT Bridge Design Memo DM0119 and the SCDOT Bridge Drawings and Details for MASH Barrier. Provide two (2) conduits in each barrier as shown in the SCDOT Bridge Drawings and Details.

#### 2.1.15 Bridge Drainage and Low Point

The minimum distance from a bridge end to the roadway profile low point shall be coordinated with concrete flume location shown on guardrail stiffness transition Standard Drawing 805-325-70. When the MTBBC3 (TL3) stiffness transition is used, the low point shall be located minimum of 30 feet beyond where guardrail attaches to rigid barrier. When the MTBBC2 (TL2) stiffness transition is used, the low point shall be located a minimum of 15 feet beyond where guardrail attaches to rigid barrier.

Provide a minimum of one (1) deck drain per span per gutterline, except where the gutterline is on the high side of superelevation. Provide additional drains if necessary to meet the allowable water spread requirements in BDM Figure 18.2-1.

Bridge end drainage shall consist of a single standard concrete flume at each corner receiving deck discharge. Limit flume bypass flow to 0.20 cubic feet per second. Include calculations showing discharge at each bridge inlet, flume, and bypass flow in the Final Hydraulic Report.

At bridge corners with flumes, provide shoulder paving triangles with 4:1 taper as shown on Standard Drawing 805-325-75. At bridge corners without flumes, provide shoulder paving triangles with 4:1 taper to ensure the entire width of approach slab or end of bridge interfaces with pavement.

#### 2.1.16 Pile Sizes and Types

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

member. The sacrificial thickness shall be removed from the pile section properties when determining capacity for all limit states, including seismic.

<b>PILE TYPE</b>	<b>MINIMUM SIZE</b>
Steel H-Piles*	HP12x53
Steel Pipe Piles*	16" Diam. (min. wall thickness equal to ½")
Solid Prestressed Concrete Piles	18" Square
Prestressed Concrete Pile Points	W8x58

\*Allowed at End Bents only

If drilled piles are used as the foundation type, see SCDOT Geotechnical Design Manual (GDM) section 16.5. When a steel H-pile is placed in a bored hole and not driven, the structural engineer shall design a load transfer mechanism from the steel section to the concrete encasement.

#### 2.1.17 Steel Pipe Pile Connection Details

The pile connection detail described in Item 2 of Section 19.2.6.3 of the BDM does not apply for this project. Terminate steel pipe piles to provide a 2" minimum gap below the bottom of the bent cap or footing. Connect the piles to the cap and footing using a reinforced concrete infill, with the reinforcing extending into the cap or footing for a minimum anchorage length of 24 times the bar diameter. Extend the reinforced concrete infill inside the pipe pile, as a minimum depth, to the point where the moment demand is less than half of the maximum moment demand. The moment demand used for minimum infill depth must consider the effects of scour (when present). Additionally, extend the reinforced concrete infill below the bottom of liquefiable soil layers into competent soil. The minimum clearance of the reinforcement shall satisfy the requirement of SCDOT Design Memorandum DM0107.

#### 2.1.18 Drilled Shafts

SCDOT Bridge Design Memorandum DM0111 contains a requirement to detail the portion of shaft below the construction casing with a diameter that is six inches smaller than the diameter of the casing. This six-inch reduction requirement does not apply to this project. For this project, detail the portion of the shaft below the bottom of the construction casing, whether in soil or rock, with a diameter that is at least two inches smaller than the diameter of the casing.

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

reinforcement cage. Install the column reinforcement cage in the upper portion of the shaft prior to drilled shaft concrete placement in the splice region.

#### 2.1.19 Crosshole Sonic Logging (CSL) Testing

Design and detail all drilled shafts to include CSL access tubes in accordance with the SCDOT Standard Specifications.

#### 2.1.20 Substructures

Design Interior Multi-Column Bents using cast-in-place reinforced concrete bent caps and columns supported on cast-in-place reinforced concrete drilled shafts.

Design Interior Pile Bents using cast-in-place reinforced concrete bent caps and a single row of vertical prestressed concrete piles (with or without prestressed concrete pile points). For corrosion protection of the pile, ensure concrete portions of piles with points extend a minimum of 2 feet below final ground line or predicted scour line, whichever is deeper. Do not use Interior Pile Bents to support an average span length that exceeds 75 feet, considering both adjacent span lengths.

Except at site S-41 over Middle Saluda River, Design end abutments as spill-through abutments with 2:1 slope. In addition to the requirements of Section 20.2.8 of the BDM, set the elevation of the berm so that the top of the berm (embankment fill) is no greater than 5 feet below the superstructure. Limit level-berm-length to 4 feet from the face of bent cap. Maximize the height of 2:1 slope below the berm elevation when cutting a bench to provide abutment setback.

At site S-41 over Middle Saluda River, provide cast-in-place reinforced concrete vertical wall abutments (to replace the existing abutment walls) supported on either spread or pile footings. On the river side of the abutment wall, provide a 2 foot berm no greater than 5 feet below the superstructure and provide a 2:1 spill-through slope for a minimum height of 5 feet.

End abutments may be supported by spread footings provided the footing is keyed into hard rock (not susceptible to scour) a minimum of 12 inches.

The following applies to bent cap cantilevers (the distance from centerline of exterior pile to outside end of cap) for Interior Pile Bents and End Bents:

- For a cap supported by prestressed concrete piles, provide a minimum of the equivalent of 2 pile widths of distance from the centerline of the exterior pile to the end of the cap.
- Detail the centerline of exterior pile outside of the centerline of exterior beam/girder/cored slab (i.e. bearing points shall not be located on the bent cap cantilever).
- Provide a distance from the centerline of exterior pile to the edge of a flat slab, cored slab, or box beam superstructure, measured along the bent cap

centerline, that is less than or equal to 30 percent of the average pile spacing of the bent.

The following applies to multi-column interior bents:

- The column spacing shall not exceed 30 feet center to center of columns.
- Provide a cantilever distance from the center of exterior column to the end of the bent cap that is less than or equal to 35 percent of the average column spacing of the bent.

#### 2.1.21 Approach Slabs and Wing Walls

Provide approach slabs for all bridges on this project.

Provide parallel wing walls (wing walls that are parallel to the centerline of bridge or edge of approach slab) at all sites except for S-41 over Middle Saluda River. Detail the bottom of the wing wall level and at the same elevation as the bottom of the bent cap. Detail the top inside face of each wing wall to match the elevations and grades along the outside edge of the approach slab.

At S-41 over Middle Saluda River, wing walls do not need to remain parallel to the approach slab. Design wing walls as retaining walls with footings that extend from the vertical abutment wall footing.

#### 2.1.22 Slope Protection

Provide rip rap at bridge ends in accordance with Standard Drawing 804-105-00, with the following exceptions.

Place riprap on all new spill-through slopes. Ensure riprap is keyed in 2-foot-minimum depth below toe-of-slope or new bench elevation (when a bench is cut to provide abutment setback). At locations where the berm elevation is located below the design high water elevation, place riprap on top of the berm.

#### 2.1.23 Bridge Plans

Provide bridge plans that comply with memo DM0724.

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

## 2.2 Retaining Walls

Retaining Walls are not permitted for this project, with the following exceptions.

At S-41 over Middle Saluda River, design a gabion retaining wall to retain the northeast roadway approach embankment along a tributary stream. Design rock-filled gabion retaining walls in accordance with the GDM and SCDOT Standard Specifications. Ensure the gabion wall embedment depth below grade is coordinated with the bridge scour study. Detail riprap for scour protection at the toe of the gabion wall. Provide a minimum of 6-inch-thick shotcrete facing on exposed gabion surface. To attach the shotcrete facing to the gabion wall, use #4 galvanized rebar dowels at a 6'x6' grid spacing and attach welded-wire-fabric to the dowels prior to applying shotcrete. Terminate the shotcrete facing one foot above the top of riprap to allow for drainage. At the interface with the bridge wing wall, provide an overlap of concrete wing wall to prevent soil migration from the retaining wall. Where guardrail is present on top of the wall, provide a minimum offset distance of 7-feet from the back of the guardrail post to the outside face of the gabion wall at the top basket. Provide a geosynthetic separation fabric in accordance with SCDOT Supplemental Technical Specification SC-M-203-1 in between the gabion baskets and retained backfill.

At S-32 over Crow Creek, a cut retaining wall is permissible at the southeast bridge corner to facilitate relocation of existing driveway. Acceptable cut wall types are soil nail and soldier pile & lagging. Provide precast concrete panels for the permanent facing of soldier pile walls. For soil-nail wall, provide a cast-in-place concrete (shotcrete is not acceptable) permanent facing with ashlar-stone formliner finish. Provide a concrete coping on top of cut walls. Where retained soil slopes towards the top of the wall, provide a ditch with concrete slope protection. Size the ditch to prevent water from overtopping the wall during the design storm. Provide a riprap pad for erosion control where the ditch terminates at the ends of the wall. Set proposed right-of-way to cover all wall components, including soil anchorages.

## 3. BRIDGE LOAD RATING

Perform load capacity ratings in accordance with the SCDOT Load Rating Guidance Document, associated Technical Notes on the SCDOT Bridge Maintenance website, and the Manual for Bridge Evaluation, latest edition.

Request a new bridge Asset ID prior to preliminary plan submittal in order to provide the new Asset ID on the first bridge plan set submitted for QA review.

In the event the load rating indicates the bridge would require load posting (any LRFR rating factors < 1.0), redesign the bridge and update the load until the required capacity is achieved. No new bridge will be accepted by SCDOT which indicates the need for load posting.

Submit Load Rating files for review with the final bridge plan submittal in accordance with Chapter 20 of the LRGD and Technical Note 09. The SCDOT Bridge Maintenance QA review process must be completed prior to releasing the final bridge plans for construction. Following construction, update the load rating and submit final load rating documentation and software

EXHIBIT 4b – STRUCTURES DESIGN CRITERIA

files with the as-built plans. All load ratings shall be signed and sealed by a South Carolina registered professional engineer.



# **EXHIBIT 4c**

## **PAVEMENT DESIGN CRITERIA**

**1.0 GENERAL**

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

**2.0 CRITERIA**

**2.1 Pavement Design**

Where new Hot Mix Asphalt (HMA) pavement ties in with existing pavement at the project termini, perform full depth patching as directed by the RCE, variable mill as necessary to provide a smooth transition between existing and new HMA Surface. If profile differential between new and existing does not allow for a butt joint, tie in with HMA Surface over a minimum length of 100 feet or 25 feet per inch of grade differential or whichever is greater.

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

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

Use the following structure for the new construction and existing pavement respectively:

Route	New Construction	Existing Pavement
S-94 Greenville	200 psy HMA Surface Type B 200 psy HMA Intermediate Type B 800 psy HMA Base Type A	Full Depth Patch as recommended by the RCE Variable mill to tie in Overlay with the following: 200 psy HMA Surface Type B
S-32 Pickens S-310 Greenville	175 psy HMA Surface Type C 200 psy HMA Intermediate Type C 850 psy HMA Base Type B	Full Depth Patch as recommended by the RCE Variable mill to tie in Overlay with the following: 175 psy HMA Surface Type C
S-26 Pickens S-40 Greenville S-41 Greenville S-102 Greenville	150 psy HMA Surface Type C or D 900 psy HMA Base Type B	Full Depth Patch as recommended by the RCE Variable mill to tie in Overlay with the following: 150 psy HMA Surface Type C or D

**2.2 Additional HMA Paving Notes**

In areas where existing pavements are widened outside the travel lanes, use 600 psy of Shoulder Widening material and overlay with the Intermediate and Surface course at the rates specified for that road.

Where leveling, build-up or cross slope correction is required, use HMA Surface Type E for thicknesses 0 to 1.5 inches. Use Intermediate B for any greater thicknesses. Placement and selection of mixes shall be in accordance with Asphalt Mix Design Guidelines found here:

[http://www.scdot.org/business/pdf/materials-research/Guidelines\\_Aspphalt\\_Mix\\_Selection.pdf](http://www.scdot.org/business/pdf/materials-research/Guidelines_Aspphalt_Mix_Selection.pdf)

# **EXHIBIT 4d**

## **TRAFFIC DESIGN CRITERIA**

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

## 1. GENERAL PROVISIONS FOR PERMANENT PAVEMENT MARKINGS

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

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

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

Pavement marking materials used shall meet the following requirements:

### Thermoplastic Pavement Markings (Asphalt Surfaces):

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

### Preformed Patterned Tape (T-1) Pavement Markings (Concrete Surfaces):

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

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

## 2. GENERAL PROVISIONS FOR PERMANENT SIGNING

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

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

**EXHIBIT 4d – TRAFFIC DESIGN CRITERIA – PART 1**

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

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

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

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

# **EXHIBIT 4d**

## **TRAFFIC DESIGN CRITERIA**

### **Part 2 – Work Zone Traffic Control**

## 1. GENERAL

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

## 2. CRITERIA

### 2.1 General Regulations

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

In accordance with the document, *Rule on Work Zone Safety and Mobility: Implementation, Maintenance, and Safety Guidelines*, this project has been classified as “INTERMEDIATE” and all components of the Transportation Management Plan prepared by the CONTRACTOR are required and shall be implemented.

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

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

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

When covering signs with opaque materials, SCDOT prohibits attaching a covering material to the face of the sign with tape or a similar product or any method that will leave a residue on the retroreflective sheeting. Residue from tape or similar products, as well as many methods utilized to remove such residue, damages the effective reflectivity



of the sign. Therefore, contact of tape or a similar product with the retroreflective sheeting will require replacement of the sign. Cost for replacement of a sign damaged by improper covering methods will be considered incidental to providing and maintaining the sign; no additional payment will be made.

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

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

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

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

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

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

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

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

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

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

Supplement and delineate the shoulder edges of travel lanes through work zones with traffic control devices to provide motorists with a clear and positive travel path. Utilize portable plastic drums unless otherwise directed by SCDOT. Vertical panels may be used where specified by the plans and directed by the RCE. The installation of traffic control devices are required in all areas where those areas immediately adjacent to a travel lane open to traffic have been altered in any manner by work activities, including but not limited to activities such as grading, milling, etc. Install the traffic control devices immediately upon initiating any alterations to the areas immediately adjacent to or within 15 feet of the near edge line of the adjacent travel lane. When sufficient space is available, place the traffic control devices no closer than 3 feet from the near edge of the traffic control device to the near edge line on the adjacent travel lane. When sufficient space is unavailable, place the traffic control device at the maximum distance from the near edge of the adjacent travel lane available.

## 2.2 Lane Closure Restrictions

The lane closure restrictions stated below are project specific, for all other restrictions, see supplemental specification, "Lane Closure Restriction", dated July 1, 2019.

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

### 2.2.1 Primary and Secondary Routes –

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

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

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

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

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

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

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

### **2.3 Shoulder Closure Restrictions**

#### **2.3.1 Primary and Secondary Routes –**

On primary and secondary routes, SCDOT prohibits the CONTRACTOR from conducting work within 15’ of the near edge of the adjacent travel lane on an

outside shoulder or a median area under a shoulder closure during any time of the day that traffic volumes exceed 800 vehicles per hour per direction. The routes and times are listed above in Section 2.2. The hourly restrictions for lane closures shall also apply to work activities conducted under a shoulder closure within 15' of the near edge of an adjacent travel lane or a median area. SCDOT reserves the right to suspend work conducted under a shoulder closure if any traffic backups develop and are deemed excessive by the Engineer. Maintain all shoulder closure restrictions as directed by the plans, these special provisions, and the Engineer.

On primary and secondary roadways, SCDOT prohibits the CONTRACTOR from conducting work within 1' or less of the near edge of an adjacent travel lane under a shoulder closure. All work that may require the presence of personnel, tools, equipment, materials, vehicles, etc., within 1' of the near edge of an adjacent travel lane shall be conducted under a lane closure.

## 2.4 Detour Requirements

The CONTRACTOR shall use the detour routes provided in Attachment B. For bridges currently open to traffic, the CONTRACTOR will not be responsible for installation and maintenance of detour route signing until Notice of Closure has been submitted.

The CONTRACTOR shall not close a bridge more than 15 calendar days prior to the start of demolition or construction activities. SCDOT Weekly Work Zone and Traffic Control (WZTC) inspections and reporting will begin upon installation of these signs and barricades and will continue until work is complete and signs are removed at each bridge location.

Detour signs shall include road name panels. Maintain the detour in accordance with the Specifications, the *SCDOT Standard Drawings*, the *MUTCD*, the Special Provision, the Plans and the RCE.

Maintain all detour signing. Monitor the detour during the operation to identify any areas of concern that may arise due to the additional detoured traffic. In the event areas of concern are identified, implement corrective actions within SCDOT guidelines and approved by the RCE to minimize or eliminate the identified areas of concern.

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

The CONTRACTOR is responsible for all of the following items related to providing and installing the detour(s) as specified or directed in the detour plan and standard drawings including maintaining and removing the detour as necessary. This includes providing ground embedded sign supports, traffic control devices and properly trained personnel to install, maintain, and remove the detour. For all detours, the CONTRACTOR shall provide all materials, labor, hardware, equipment, tools, supplies,

transportation, incidentals; miscellaneous items and traffic control necessary for installation and maintenance of the detour until completion of the work in accordance with the Plans, the Specifications and other terms of the Contract.

## 2.5 Mobile Operations

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

SCDOT prohibits the CONTRACTOR from conducting mobile operations during the hours when lane closures are prohibited. The hourly restrictions for lane closures shall also apply to work activities conducted under mobile operations. SCDOT reserves the right to suspend work conducted under mobile operations if any traffic backups develop and are deemed excessive by the Engineer. Maintain all mobile operation restrictions as directed by the plans, these special provisions, and the Engineer.

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

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

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

The CONTRACTOR shall install, operate and maintain all advance warning arrow panels, truck mounted attenuators and truck mounted changeable message signs as required by these special provisions, the manufacturer's specifications, the *Standard Drawings For Road Construction*, the Standard Specifications, the plans and the Engineer.

## 2.6 Typical Traffic Control Standard Drawings

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

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

# **EXHIBIT 4e**

## **HYDRAULIC DESIGN CRITERIA**

**1.0 GENERAL**

Designs, as a minimum, to address:

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

**2.0 CRITERIA**

**2.1 Roadway Drainage**

- 2.1.1 Perform all aspects of roadway drainage design for each site, to include approach runoff, cross-line pipes, storm sewer systems, sideline and outfall ditches.
- 2.1.2 Replace 15-inch pipe with minimum 18-inch pipe at all locations where design warrants retaining pipes except for driveways and yard drain connections that meet design standards.
- 2.1.3 At locations where fill height is greater than or equal to ten feet, provide a minimum five foot buffer between the toe of fill and the nearest top of bank of any proposed sideline ditch or swale. A detail is included in Attachment B/Hydrology.

**2.2 Bridge Hydraulic Design and Scour**

- 2.2.1 Perform hydrologic and hydraulic designs for the referenced bridges in accordance with the “SCDOT’s Requirements for Hydraulic Design Studies”, May 2009, Hydraulic Design Bulletin 2019-4, PCDM-11(Supplemental Design Criteria For Low Volume Bridge Replacement Projects, July 2024) and apply the noted amendments:

2.2.1.1 Qualitative Site Assessment

- A Level 1 qualitative assessment shall be used to evaluate basin and site conditions that may adversely impact the bridge of interest. This assessment includes a review of the flood history, scour history, and comparative bridge data. When site conditions dictate the need for a higher design standard, the designer shall follow the guidance of the RHDS.
- Not all bridge sites qualify for “Supplemental Design Criteria for



Low Volume Bridge Replacement Projects” in accordance with Preconstruction Design Memorandum PCDM 11. (S-94, S-310 and S-102 in Greenville County along with S-32 in Pickens County do not qualify for Low Volume Criteria and must be designed according to SCDOT’s full design criteria.) S-310 will be a box culvert(s) replacing a small bridge and must meet SCDOT culvert criteria or bridge sized culvert criteria depending on size. See RHDS for more info.

- Teams will create new geometry files and project runs for proposed designs.
- Maintain or improve existing level of hydraulic performance.
- S-310 over Langston Tributary will be replaced with a box culvert(s) to maintain similar conveyance and achieve a finding on “no impact” as defined in HDB 2019-4. These culvert(s) will have their flow line set one (1.0) foot below the channel bottom. See HDB 2019-4 section 1.1.8 for more info on culvert design.

#### 2.2.1.2 Design Frequency

- Design all bridge sites for the 4% AEP (25-year storm event).
- Follow PCDM-11 for S-40 (both bridge sites), S-26, and S-41.
- Follow SCDOT’s Requirements for Hydraulic Design Studies (2009) and HDB 2019-4 for S-94, S-102, S- 310 (culvert(s) replacing existing bridge) and S-32.
- For Low Volume Criteria qualifying sites (both S-40 sites, S-26, and S-41) the roadway embankment may be overtopped a minimum of 50 feet away from the bridge ends for the design event. This is only allowed at crossings that currently have embankment overtopping for the design event. To prevent erosion brought on by shear stresses, the segment of the embankment affected by overtopping must be stable or protected with riprap, matting, or vegetation for the design and 100-year (1% AEP) events.

#### 2.2.1.3 Freeboard

- Shall not be less than 2 feet between the Low Chord elevation and the proposed 4% AEP (25 year event) for full criteria sites.
- Shall not be less than 1 foot between the Low Chord elevation and the 4% AEP (25 year event) for Low Volume Criteria sites.
- Free surface flow shall be maintained through the Bridge for frequencies up to and including the 1% AEP (100 year event) which

on occasion may require a freeboard greater than the minimum freeboard above the design event for bridge sites.

#### 2.2.1.4 Backwater

- All Bridges requiring SCDOT full design criteria shall be designed so that backwater for the 1% AEP flood is one (1) foot or less when compared to the unrestricted or natural conditions and shall not create more backwater than the existing Bridge.
- Bridges meeting Low Volume Criteria shall be designed to maintain or improve existing level of hydraulic performance for the 100-year (1% AEP) event.

#### 2.2.1.5 Low Chord

- The design high-water elevation for evaluating freeboard and determining the minimum low chord elevation shall represent the highest water-surface upstream of the bridge before it begins to drawdown through the bridge. For bridges that do not meet Low Volume Criteria for design, the low chord of a replacement bridge shall not be below the low chord of the existing bridge. See HDB 2019-4 section 1.1.5.3. For Low Volume Criteria project sites, the low chord may be set lower than the existing low chord as long as the 1% AEP flood event still has free surface flow. See PCDM 11 page 9 for details.

#### 2.2.1.6 Bridge Ends

- Bridge ends shall not be inside the limits of the existing bridge ends (as defined along the centerline of roadway) except for the S-41 and S-310 locations.

#### 2.2.1.7 Bridge Span Configuration

- Limited conceptual work has been performed for each site. Attachment B/Hydrology includes a table of the minimum channel span lengths, the minimum bridge length, and the minimum skew angle (measured from a line perpendicular to the alignment centerline). The lengths take into consideration existing topography and the setback requirements below. Additional span length maybe necessary to meet freeboard and backwater requirements.
- Channel should be fully spanned where possible to avoid the risk of debris.

- Provide a minimum 5-foot setback from the top of the channel bank to the centerline of the pier (pile or column) on the overbanks for Low Volume Criteria sites if unable to utilize a single span for the bridge crossing. See figures 4 and 5 in HDB 2019-4.
- Provide a minimum 5-foot setback from the top of the channel bank to the centerline of any pile bents and 10 foot setbacks for pier substructures on the overbanks for full criteria sites. See figures 4 and 5 in HDB 2019-4 for details.

#### 2.2.1.8 Abutments

- Construct S-41 over Middle Saluda River in accordance with Exhibit 4b.
- New abutment toes shall not exceed the limits of the existing toe (under the bridge including the corner transitions to the extent where they would infringe on the conveyance opening to exclude side slopes outside of hydraulic conveyance opening) and projection of the new abutment slope (2:1 ground line) shall not intersect any point on the channel bank or channel bottom (as defined by the existing ground line triple-profile on the bridge plans) for all full criteria project sites that do not qualify for low volume bridge replacement criteria.
- Provide a minimum 5 foot abutment toe setback from the top of the channel bank for Low Volume Criteria sites excluding S-41 over Middle Saluda River. New abutment toes shall not exceed the limits of the existing abutment toe excluding S-41 over the Middle Saluda River.
- Provide a minimum 10 foot abutment toe setback from the top of the channel bank for full criteria sites.
- To achieve setback criteria, a bench may be cut lower than the surveyed top-of-bank elevation, provided that the bench is cut higher than the ordinary-high-water elevation used for the environmental jurisdictional stream delineation.

#### 2.2.1.9 Scour

- A scour analysis shall be performed for all bridges following the guidance in HDB 2019-3 for full criteria sites and PCDM-11 on page 10 for Low Volume Criteria sites.
- Scour evaluation for the 500-year design storm event is not required except for bridges where full design criteria is required.
- Plot the scour line with the design storm event label and the triple profile on the bridge plan and profile sheet.

- 2.2.2 Model natural, existing, and proposed conditions for each bridge. Use the latest edition of the USGS Regression equations to generate discharges for the SCDOT runs. Include backwater effects from downstream controls. The bridge skew shall be determined from the hydraulic design. Refer to the HEC-RAS Reference Manual v4.1 or latest edition for guidance on setting up cross sections and other inputs within the model. In addition to the four cross sections described within the Manual, add additional cross sections as necessary to achieve a downstream limit where a change in starting elevation will not affect the computed high-water depth at the bridge and the upstream limit extends to the limit of backwater from the bridge.
- 2.2.3 The models shall include sensitivity analyses. Summarize the inputs and outputs, to include backwater and freeboard.

**2.3 Sediment and Erosion Control, Water Quality, and NPDES**

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

## **EXHIBIT 4f**

# **GEOTECHNICAL DESIGN CRITERIA**

## 1.0 GENERAL

All subsurface exploration, geotechnical design, and construction for the Project shall be carried out in accordance with SCDOT Geotechnical Design Manual (GDM), 2022, the design criteria herein, and the Special Provisions listed in Exhibit 5.

## 2.0 CRITERIA

The Geotechnical Subsurface Data Reports (GSDR's) and subsurface investigation field testing data files have been provided in Attachment B.

Geotechnical information provided in Attachment B (field and lab data only) as part of this RFP may be used in the design of this project at the CONTRACTOR's discretion. If the CONTRACTOR elects to use the geotechnical information in Attachment B, the CONTRACTOR shall verify that the information provided is applicable to the CONTRACTOR's specific design. The CONTRACTOR shall verify that geotechnical information provided in Attachment B meets the requirements for a geotechnical investigation for the Project as required by the criteria herein. If these requirements are not met, then the CONTRACTOR shall provide additional geotechnical investigation to meet the geotechnical requirements for the Project.

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

### 2.1 Bridge

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

#### 2.1.1 Driven Piles

The Contractor shall provide a Pile Installation Plan (PIP) that shall include the pile index testing program, if index piles are utilized, in addition to the requirements of the Standard Specifications. The pile index testing program shall at a minimum include the Bent and Pile number of each pile to be tested as well as the number of index piles to be tested. The number of index piles shall conform to the SCDOT GDM. The GEOR and EOR shall provide a QC review of the Contractor's PIP prior to submitting to SCDOT's RCE or CE&I team as designated for QA

review. After performing QA review, SCDOT’s RCE will submit the PIP to the SCDOT Bridge Construction Engineer (BCE) for final acceptance.

Drilled piles designed as driven piles per Section 16.5 of the GDM shall be driven sufficiently to fully embed the pile tip in the bearing layer.

In addition to the design methods and pile bearing verification methods of driven piles outlined in the SCDOT GDM and Standard Specifications, the Contractor may also elect to utilize the FHWA modified Gates Formula and Static Analysis methods in accordance with Sections 10.7.3.8.5 and 10.7.8.6 of the AASHTO LRFD Bridge Design Specifications, 8<sup>th</sup> Edition with interims. Resistance factors for the FHWA modified Gates Formula and Static Analysis Methods shall be in accordance with the AASHTO LRFD Bridge Design Specifications, 8<sup>th</sup> Edition with interims.

If Pile Driving Analyzer (PDA) testing is required for driven piles by the GEOR’s design, the Contractor’s PDA testing shall be performed by a PDA certified operator with a Certificate of Proficiency from Pile Dynamics, Inc. of Advanced or higher. The PDA certification shall have been renewed within 4 years of the date of pile installation. In addition to the PDA testing, CAPWAP (Case Pile Wave Analysis Program) analysis shall also be performed.

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

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

#### 2.1.2 Drilled Shafts

The CONTRACTOR shall provide a Drilled Foundation Installation Plan (DFIP) in accordance with the requirements of the Standard

Specifications. The GEOR and EOR shall provide a QC review of the CONTRACTOR's DFIP prior to submitting to SCDOT's RCE or CE&I team as designated for QA review. After performing QA review, SCDOT's RCE will submit the DFIP to the SCDOT Bridge Construction Engineer (BCE) for final acceptance.

The GEOR shall review load test data and reports when load tests are performed. Following installation of the drilled shafts, the GEOR shall perform a QC review of all production drilled shaft logs, CSL test reports, temperature monitoring results, and RFC plans to verify that all criteria have been met. If all criteria have not been met, the Design-Build Team shall perform additional work as necessary to ensure all criteria have been met. The EOR shall submit an As-Installed Drilled Shaft Foundation Package for each structural element supported on drilled shaft foundations that includes all testing and monitoring reports and production drilled shaft logs with a certification statement that all criteria have been met.

The As-Installed Drilled Shaft Foundation Package shall be submitted to SCDOT's RCE or CE&I team as designated for QA review. After performing QA review, SCDOT's RCE will submit the As-Installed Drilled Shaft Foundation Package to the SCDOT BCE for final acceptance. As-Installed Drilled Shaft Foundation Packages submitted with any deficiencies in criteria that have not been specifically addressed will be rejected.

## **2.2 Roadway**

Fill slopes or ditch slopes steeper than 2H:1V are not allowed.

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

## **2.3 Seismic**

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

The Simplified Newmark method described in Section 13.15.2 and Equation 13-72 of the GDM shall be used to analyze seismic ground displacements along a shear plane.

Use of discrete elements or rigid inclusions for soil shear strength loss (SSL) mitigation using area replacement ratio, shear modulus ratio, and shear stress reduction methodology are not permitted. Additionally, methods proposed to



EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

mitigate soil SSL that do not include densification or excess pore pressure reduction are not permitted.

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

**S-23-310 over Langston Tributary**

Design EQ	PGA	S <sub>DS</sub>	S <sub>DI</sub>
FEE	0.01	0.02	0.00
SEE	0.02	0.04	0.01

**S-23-102 over Armstrong Creek**

Design EQ	PGA	S <sub>DS</sub>	S <sub>DI</sub>
FEE	0.04	0.09	0.01
SEE	0.08	0.17	0.02

**S-23-94 over Suber Branch**

Design EQ	PGA	S <sub>DS</sub>	S <sub>DI</sub>
FEE	0.14	0.25	0.02
SEE	0.27	0.57	0.04

**S-39-32 over Crow Creek**

Design EQ	PGA	S <sub>DS</sub>	S <sub>DI</sub>
FEE	0.01	0.03	0.00
SEE	0.03	0.05	0.01

# EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

## 3-Point Acceleration Design Response Spectrum

SCDOT v3.2 - 06/01/2023

Project ID: P041162	Latitude: 34.8972
Route: S-23-310-1	County: 23 - Greenville
Project: BRO Langston Tributary	Longitude: 82.4002

Designer: D. Sapkota - Support
Date: 10/15/2024

Design EQ	PGA	S <sub>Ds</sub>	S <sub>D1</sub>	M <sub>W</sub>	R	PGV	D <sub>as-95</sub>	T <sub>o</sub>
	g	g	g	-	km	inches/sec	sec	sec
FEE	0.01	0.02	0.00	6.63	213.43	0.18	43.94	0.17
SEE	0.02	0.04	0.01	5.66	103.17	0.39	21.83	0.13

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

South Carolina Piedmont

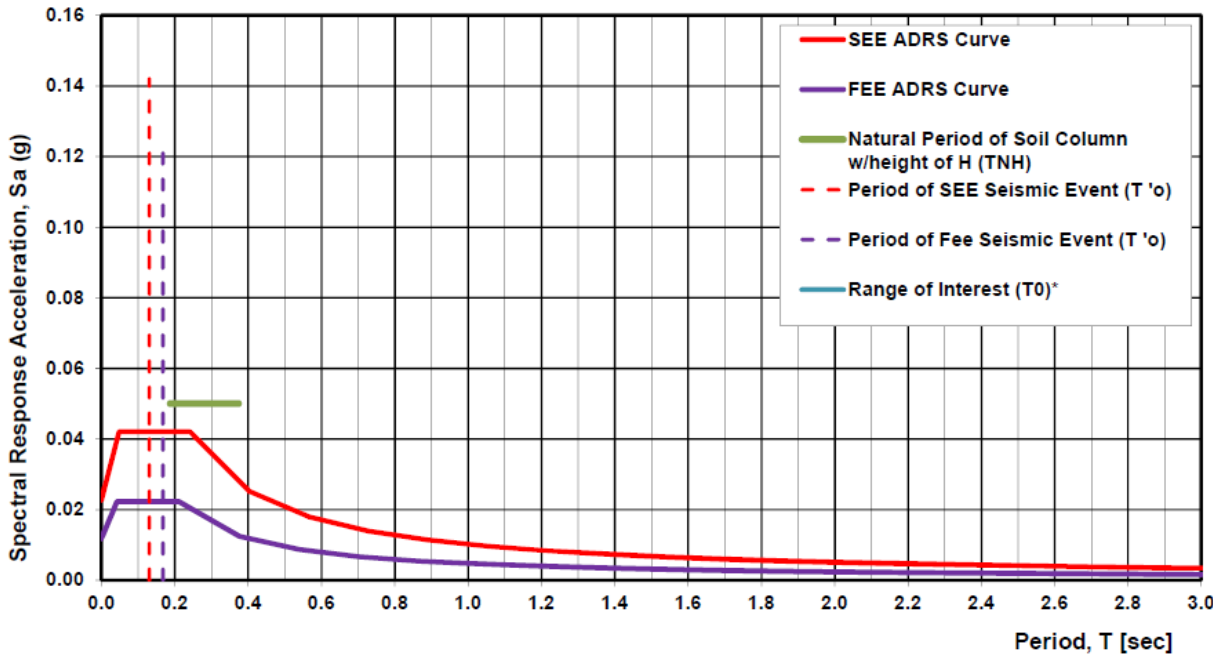
\*Same Geologic Condition as used in SCENARIO\_PC (2006)

Fundamental Period of Structure, T <sub>0</sub> <sup>*</sup>	Range of Interest		V <sub>s,H</sub>	H	T <sub>NH</sub>	
	sec				sec	
sec	0.5*T <sub>0</sub>	2.0*T <sub>0</sub>	ft/sec	ft	(4*H)/V <sub>s,H</sub>	(6*H)/V <sub>s,H</sub>
0.00	0.00	0.00	673.65	42.00	0.19	0.37
0.00	0.00	0.00				

H = B-C Boundary

FEE Data		SEE Data	
T	S <sub>a</sub>	T	S <sub>a</sub>
0.00	0.012	0.00	0.023
0.01	0.013	0.01	0.026
0.01	0.015	0.02	0.029
0.02	0.017	0.02	0.032
0.03	0.019	0.03	0.036
0.04	0.020	0.04	0.039
0.04	0.022	0.05	0.042
0.06	0.022	0.06	0.042
0.07	0.022	0.08	0.042
0.08	0.022	0.10	0.042
0.10	0.022	0.11	0.042
0.11	0.022	0.13	0.042
0.13	0.022	0.14	0.042
0.14	0.022	0.16	0.042
0.15	0.022	0.18	0.042
0.17	0.022	0.19	0.042
0.18	0.022	0.21	0.042
0.20	0.022	0.23	0.042
0.21	0.022	0.24	0.042
0.38	0.013	0.40	0.025
0.54	0.009	0.57	0.018
0.70	0.007	0.73	0.014
0.87	0.005	0.89	0.011
1.03	0.005	1.05	0.010
1.20	0.004	1.21	0.008
1.36	0.003	1.38	0.007
1.52	0.003	1.54	0.007
1.69	0.003	1.70	0.006
1.85	0.003	1.86	0.005
2.02	0.002	2.03	0.005
2.18	0.002	2.19	0.005
2.34	0.002	2.35	0.004
2.51	0.002	2.51	0.004
2.67	0.002	2.68	0.004
2.84	0.002	2.84	0.004
3.00	0.002	3.00	0.003

### SC Seismic ADRS Curve



# EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

## 3-Point Acceleration Design Response Spectrum

SCDOT v3.2 - 06/01/2023

Project ID: P041161	Latitude: 34.9420
Route: S-23-102	County: 23 - Greenville
Project: BRO Armstrong Creek	Longitude: 82.4927

Designer: D. Sapkota - Support
Date: 10/15/2024

Design EQ	PGA	S <sub>Ds</sub>	S <sub>D1</sub>	M <sub>W</sub>	R	PGV	D <sub>as-95</sub>	T <sub>o</sub>
	g	g	g	-	km	inches/sec	sec	sec
FEE	0.04	0.09	0.01	6.88	243.47	0.33	50.53	0.17
SEE	0.08	0.17	0.02	5.63	103.10	0.72	21.36	0.13

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

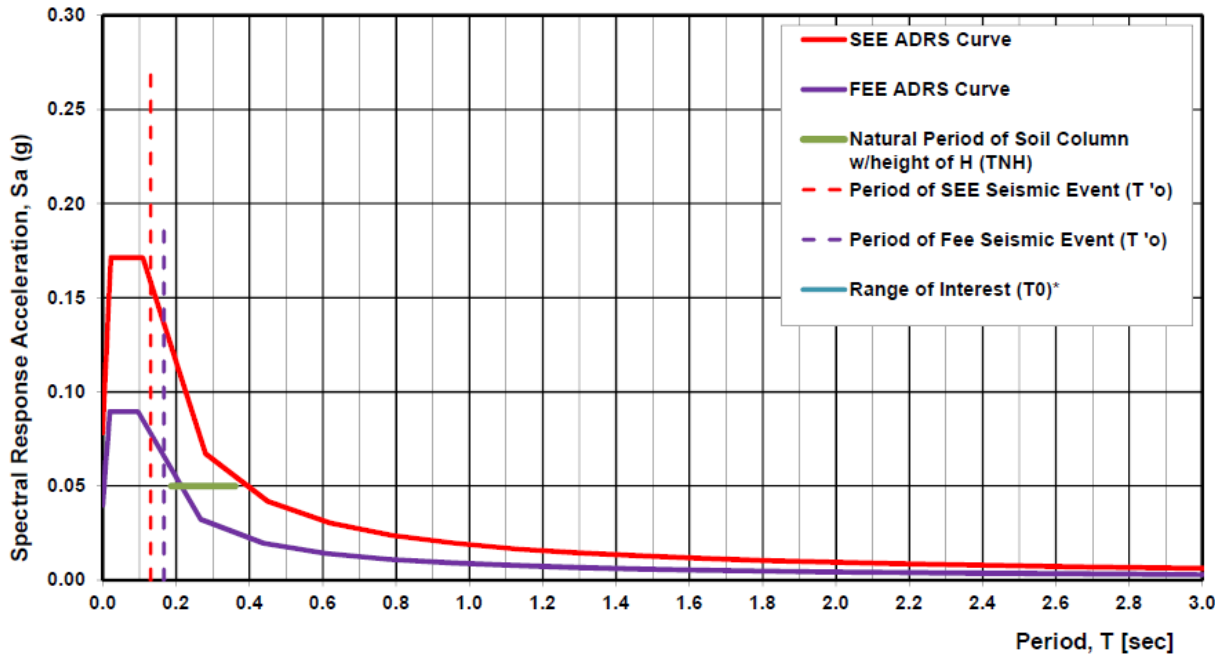
South Carolina Piedmont  
\*Same Geologic Condition as used in SCENARIO\_PC (2006)

Fundamental Period of Structure, T <sub>0</sub>	Range of Interest		V <sub>s,H</sub>	H	T <sub>NH</sub>	
	sec				sec	
sec	0.5*T <sub>0</sub>	2.0*T <sub>0</sub>	ft/sec	ft	(4*H)/V <sub>s,H</sub>	(6*H)/V <sub>s,H</sub>
0.00	0.00	0.00	963.26	58.00	0.19	0.36
0.00	0.00	0.00				

H = B-C Boundary

FEE Data		SEE Data	
T	S <sub>a</sub>	T	S <sub>a</sub>
0.00	0.040	0.00	0.078
0.00	0.048	0.00	0.094
0.01	0.056	0.01	0.109
0.01	0.065	0.01	0.125
0.01	0.073	0.01	0.140
0.02	0.081	0.02	0.156
0.02	0.089	0.02	0.171
0.03	0.089	0.03	0.171
0.03	0.089	0.04	0.171
0.04	0.089	0.04	0.171
0.05	0.089	0.05	0.171
0.06	0.089	0.06	0.171
0.06	0.089	0.07	0.171
0.07	0.089	0.08	0.171
0.08	0.089	0.09	0.171
0.08	0.089	0.10	0.171
0.09	0.089	0.10	0.171
0.10	0.089	0.11	0.171
0.27	0.032	0.28	0.067
0.44	0.020	0.45	0.042
0.61	0.014	0.62	0.030
0.78	0.011	0.79	0.024
0.95	0.009	0.96	0.020
1.12	0.008	1.13	0.017
1.29	0.007	1.30	0.014
1.46	0.006	1.47	0.013
1.63	0.005	1.64	0.011
1.80	0.005	1.81	0.010
1.98	0.004	1.98	0.010
2.15	0.004	2.15	0.009
2.32	0.004	2.32	0.008
2.49	0.003	2.49	0.008
2.66	0.003	2.66	0.007
2.83	0.003	2.83	0.007
3.00	0.003	3.00	0.006

### SC Seismic ADRS Curve



# EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

## 3-Point Acceleration Design Response Spectrum

SCDOT v3.2 - 06/01/2023

Project ID: P041163	Latitude: 34.9042
Route: S-23-94	County: 23 - Greenville
Project: BRO Suber Branch	Longitude: 82.2527

Designer: D. Sapkota - Support
Date: 10/15/2024

Design EQ	PGA	S <sub>Ds</sub>	S <sub>D1</sub>	M <sub>W</sub>	R	PGV	D <sub>AS-95</sub>	T'₀
	g	g	g	-	km	inches/sec	sec	sec
FEE	0.14	0.25	0.02	7.29	265.90	0.76	58.34	0.17
SEE	0.27	0.57	0.04	5.63	98.17	1.68	19.83	0.13

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

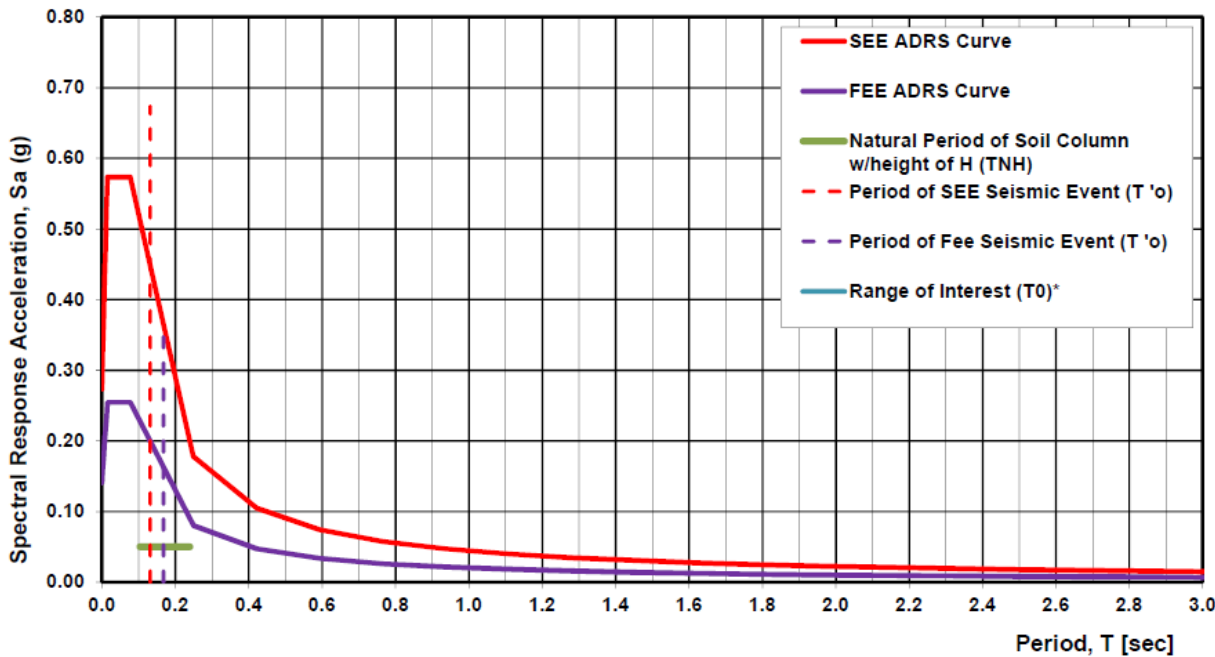
South Carolina Piedmont  
\*Same Geologic Condition as used in SCENARIO\_PC (2006)

Fundamental Period of Structure, T₀	Range of Interest		V* <sub>s,H</sub>	H	T <sub>NH</sub>	
	sec				sec	
sec	0.5*T₀	2.0*T₀	ft/sec	ft	(4*H)/V* <sub>s,H</sub>	(6*H)/V* <sub>s,H</sub>
0.00	0.00	0.00	1602.38	64.00	0.10	0.24
0.00	0.00	0.00				

H = B-C Boundary

FEE Data		SEE Data	
T	S <sub>a</sub>	T	S <sub>a</sub>
0.00	0.140	0.00	0.273
0.00	0.159	0.00	0.323
0.01	0.178	0.01	0.373
0.01	0.197	0.01	0.423
0.01	0.216	0.01	0.473
0.01	0.235	0.01	0.523
0.02	0.254	0.02	0.573
0.02	0.254	0.02	0.573
0.03	0.254	0.03	0.573
0.03	0.254	0.03	0.573
0.04	0.254	0.04	0.573
0.04	0.254	0.04	0.573
0.05	0.254	0.05	0.573
0.05	0.254	0.05	0.573
0.06	0.254	0.06	0.573
0.06	0.254	0.06	0.573
0.07	0.254	0.07	0.573
0.07	0.254	0.07	0.573
0.08	0.254	0.08	0.573
0.25	0.080	0.25	0.177
0.42	0.047	0.42	0.105
0.59	0.034	0.59	0.075
0.77	0.026	0.76	0.058
0.94	0.021	0.94	0.047
1.11	0.018	1.11	0.040
1.28	0.016	1.28	0.035
1.45	0.014	1.45	0.030
1.63	0.012	1.62	0.027
1.80	0.011	1.80	0.025
1.97	0.010	1.97	0.022
2.14	0.009	2.14	0.021
2.31	0.009	2.31	0.019
2.48	0.008	2.48	0.018
2.66	0.008	2.66	0.017
2.83	0.007	2.83	0.016
3.00	0.007	3.00	0.015

### SC Seismic ADRS Curve



## EXHIBIT 4f – GEOTECHNICAL DESIGN CRITERIA

### 3-Point Acceleration Design Response Spectrum

SCDOT v3.2 - 06/01/2023

Project ID: P041168	Latitude: 34.9173
Route: S-39-32	County: 39 - Pickens
Project: BRO Crow Creek	Longitude: 82.8321

Designer:	D. Sapkota - Support
Date:	10/15/2024

Design EQ	PGA	S <sub>Ds</sub>	S <sub>D1</sub>	M <sub>W</sub>	R	PGV	D <sub>a5-95</sub>	T <sub>'o</sub>
	g	g	g	-	km	inches/sec	sec	sec
FEE	0.01	0.03	0.00	6.47	246.70	0.19	47.32	0.17
SEE	0.03	0.05	0.01	5.65	111.97	0.40	22.72	0.13

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

South Carolina Piedmont

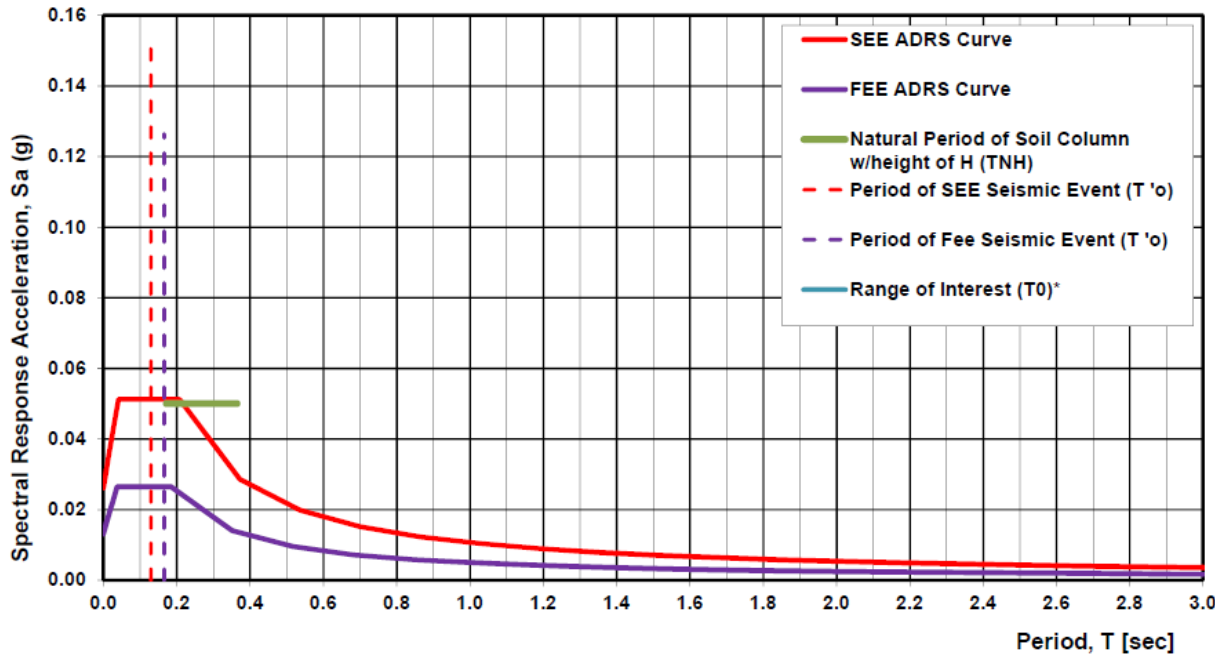
\*Same Geologic Condition as used in SCENARIO\_PC (2006)

Fundamental Period of Structure, T <sub>0</sub> <sup>*</sup>	Range of Interest		V <sub>s,H</sub>	H	T <sub>NH</sub>	
	sec				sec	
sec	0.5*T <sub>0</sub>	2.0*T <sub>0</sub>	ft/sec	ft	(4*H)/V <sub>s,H</sub>	(6*H)/V <sub>s,H</sub>
0.00	0.00	0.00	985.88	60.00	0.17	0.37
0.00	0.00	0.00				

H = B-C Boundary

FEE Data		SEE Data	
T	S <sub>a</sub>	T	S <sub>a</sub>
0.00	0.013	0.00	0.026
0.01	0.015	0.01	0.030
0.01	0.018	0.01	0.035
0.02	0.020	0.02	0.039
0.02	0.022	0.03	0.043
0.03	0.024	0.03	0.047
0.04	0.026	0.04	0.051
0.05	0.026	0.06	0.051
0.06	0.026	0.07	0.051
0.07	0.026	0.08	0.051
0.09	0.026	0.10	0.051
0.10	0.026	0.11	0.051
0.11	0.026	0.12	0.051
0.12	0.026	0.14	0.051
0.14	0.026	0.15	0.051
0.15	0.026	0.17	0.051
0.16	0.026	0.18	0.051
0.17	0.026	0.19	0.051
0.19	0.026	0.21	0.051
0.35	0.014	0.37	0.029
0.52	0.010	0.54	0.020
0.68	0.007	0.70	0.015
0.85	0.006	0.87	0.012
1.01	0.005	1.03	0.010
1.18	0.004	1.19	0.009
1.35	0.004	1.36	0.008
1.51	0.003	1.52	0.007
1.68	0.003	1.69	0.006
1.84	0.003	1.85	0.006
2.01	0.002	2.01	0.005
2.17	0.002	2.18	0.005
2.34	0.002	2.34	0.005
2.50	0.002	2.51	0.004
2.67	0.002	2.67	0.004
2.83	0.002	2.84	0.004
3.00	0.002	3.00	0.004

### SC Seismic ADRS Curve



**3.0 DELIVERABLES**

Refer to Exhibit 4z for information regarding geotechnical deliverables.

# **EXHIBIT 4z**

## **PROJECT DESIGN DELIVERABLES**

**1.0 GENERAL**

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

**1.1 Document Naming Conventions**

Documents submitted on SCDOT Design-Build projects shall follow the Design-Build file naming conventions that can be found under Design-Build Resources at the following link: <https://www.scdot.org/business/pdf/design-build/Design-Build-File-Naming-Conventions.pdf>

**2.0 SUBMITTAL PACKAGES**

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



<ul style="list-style-type: none"> <li>• Right-of-Way Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Survey Control Data Sheet</li> </ul>
<ul style="list-style-type: none"> <li>• Conceptual Work Zone Traffic Control Plans*</li> </ul>
<ul style="list-style-type: none"> <li>• Right-of-Way Hydraulic Reports</li> </ul>
<p><b>Final Submittal Packages</b></p>
<p>Final Road Submittal Packages shall include:</p>
<ul style="list-style-type: none"> <li>• Final Roadway Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Survey Control Data Sheet</li> </ul>
<ul style="list-style-type: none"> <li>• Work Zone Traffic Control Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Final Roadway Drainage Design Report</li> </ul>
<ul style="list-style-type: none"> <li>• Final Road Geotech Reports</li> </ul>
<p>Final Bridge Submittal Packages shall include:</p>
<ul style="list-style-type: none"> <li>• Final Bridge Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Final Bridge Hydraulic Design Report</li> </ul>
<ul style="list-style-type: none"> <li>• Final Bridge Geotech Report</li> </ul>
<ul style="list-style-type: none"> <li>• Bridge Load Rating Documentation</li> </ul>
<p><b>RFC Submittal Packages</b></p>
<p>RFC Road Submittal Packages shall include:</p>
<ul style="list-style-type: none"> <li>• RFC Roadway Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Survey Control Data Sheet***</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Work Zone Traffic Control Plans</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Road Geotech Reports</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Design Calculations</li> </ul>

RFC Bridge Submittal Packages shall include:
<ul style="list-style-type: none"> <li>• RFC Bridge Plans</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Bridge Hydraulic Design Report</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Bridge Geotech Report</li> </ul>
<ul style="list-style-type: none"> <li>• RFC Design Calculations</li> </ul>
<ul style="list-style-type: none"> <li>• Bridge Load Rating Documentation</li> </ul>
<b>Construction Submittals (including, but not limited to)**</b>
<ul style="list-style-type: none"> <li>• Traffic Management Plan</li> </ul>
<ul style="list-style-type: none"> <li>• Paving Plan</li> </ul>
<ul style="list-style-type: none"> <li>• Foundation Installation Plan Submittals</li> </ul>
<ul style="list-style-type: none"> <li>• Foundation Testing Submittals</li> </ul>
<ul style="list-style-type: none"> <li>• Hazardous Materials Testing Submittals</li> </ul>
<ul style="list-style-type: none"> <li>• Shop Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Working Drawings</li> </ul>
<ul style="list-style-type: none"> <li>• NPDES Submittals</li> </ul>
<ul style="list-style-type: none"> <li>• Permit Drawings/Revised Permit Drawings</li> </ul>
<ul style="list-style-type: none"> <li>• As-Built Plans</li> </ul>

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

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

\*\*\* CONTRACTOR may rely on survey information provided in Attachment B – Supplemental Design Criteria. CONTRACTOR shall incorporate the information into the final project documents. CONTRACTOR shall be responsible for supplementing the survey information provided as required for their specific design.

\*\*\*\* CONTRACTOR shall supply hard copies if requested by SCDOT.

### 3.0 SUBMITTAL PACKAGE CONTENTS

### 3.1 All Submittals Packages

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

### 3.2 Preliminary Submittal Packages

#### 3.2.1 Preliminary Road Plans

- The plans shall include, but not be limited to, the following:
  - title sheet
  - roadway typical section
  - survey control data
  - strip map, including property closures
  - roadway plan and profile
  - cross sections (begin and end station cross sections required, showing proposed design tying into existing conditions)
  - clearing limits on plan view and cross sections
  - drainage features
  - existing right-of-way
  - proposed right-of-way
  - roadway structure layout limits
  - noise barrier wall alignments

#### 3.2.2 Conceptual Work Zone Traffic Control Plans

- The plans shall include, but not be limited to, the following:
  - Staging Narrative
  - Concept Staging Plans
  - Widening/Rehabilitation Typical Sections for each Stage of Construction and any critical points
  - Where additional Right-of-Way is warranted for the purposes of Staging

- Separation of Adjacent Travel Lanes / Traffic Splits as described in the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design
- Where the travel lane leaves the existing roadway bed or direction on new alignment (transition area) and returns (termination area)

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

- ITS plans are not required for this project.

### **3.2.4 Preliminary Bridge Plans**

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

### **3.2.5 Preliminary Hydraulic Reports**

- Preliminary Roadway Drainage Design Reports shall include, but not be limited to, the following:
  - Pre/post outfall summaries
  - HW/D summaries for crosslines
  - Open channel designs
  - Address permitting requirements
  - Field Investigation and Pipe Inspection Report
- Preliminary Bridge Hydraulic Design Reports shall include, but not be limited to, the following:
  - Preliminary Hydraulic Model Design and Supporting Documentation including Hydrology Data Sheets, the Hydraulic Design and Risk Assessment Form, and the NEPA Bridge Replacement Scoping Trip Risk Assessment Forms (for each applicable location)
  - Modeling files
  - Address permitting requirements (for each applicable location)
- NPDES permitting-if permitting is going to be phased, address how submittals will be phased and anticipated submission schedules.

### **3.2.6 Preliminary Road & Bridge Geotechnical Reports**

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

### 3.2.7 Preliminary Seismic Design Summary Report

- Seismic Design Summary Reports are not required for this project.

### 3.2.8 Right-of-Way Plans

- The plans shall include, but not be limited to, the following:
  - title sheet
  - roadway typical section
  - survey control data
  - strip map, including property closures
  - right-of-way data sheet
  - roadway plan and profile
  - cross sections (include sediments basins, dams and crosslines)
  - clearing limits on plan view and cross sections
  - drainage features
  - existing right-of-way
  - proposed right-of-way
  - roadway structure layout limits
  - noise barrier wall alignments

### 3.2.9 Conceptual Work Zone Traffic Control Plans

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

### 3.2.10 Conceptual ITS Design Plans

- ITS Plans are not required for this project.

### 3.2.11 Right-of-Way Hydraulic Reports

- Roadway Drainage Design Reports shall include, but not be limited to, the following:
  - Updates to the preliminary roadway drainage designs

- Inlet spacing calculations and bridge deck drainage calculations
- Geopak drainage summaries
- Storm sewer system profiles for the design storm and the 50-yr event at sag locations
- Sediment and erosion control designs
- Water quality and post construction designs
- Detention designs and supporting documentation
- NPDES package shall be provided for review in preparation for submittal to SCDHEC/OCRM.

### **3.3 Final Submittal Packages**

#### **3.3.1 Final Road Plans**

- The plans shall include, but not be limited to, the following:
  - title sheet
  - roadway typical section
  - survey control data
  - strip map, including property closures
  - right-of-way data sheet
  - roadway plan and profile
  - cross sections (begin and end station cross sections required, showing proposed design tying into existing conditions)
  - clearing limits on plan view and cross sections
  - drainage design (include drainage tables per Plan Preparation Guide behind each drainage sheet)
  - existing right-of-way
  - proposed right-of-way
  - summary of estimated quantities
  - strip map including property closures
  - sediment and erosion control design
  - proposed barrier locations
  - permanent signing plans
  - permanent pavement markings plans
  - traffic signal plans
  - roadway structure plans
- Electronic files submittals: Information herein is an abbreviated list of electronic deliverables taken from the Road Design Reference Material for Consultant Prepared Plans. Submit Checklists, Indexes and files in accordance with the format and attachments specified in the document.
  - CADD electronic files index with the detailed descriptions of the contents of each file must be provided in a “readme” file. The index should also include detailed descriptions and names of horizontal and vertical alignments and profiles utilized by the GEOPAK software on the project. A copy of the file folder

- structure is shown in Road Design Reference Material for Consultant Prepared Plans.
- All surveyed mapping, control points, benchmarks, GPS setup, 2D or 3D contours, spot points, survey notes, DTM, breaklines, TIN files, aerial photos and all other CADD files and data used in developing surveys for the project. Also, the survey points should be provided in ASCII file format (Point number, N, E, Z, and Descriptions). Contact information for the survey company should be provided. All electronic survey files are to be placed in a separate folder.
  - All MicroStation files including all files that would supplement the ability to view files correctly such as reference files and cell libraries.
  - All .gpk files and any other Geopak files, such as input and criteria files that are needed to facilitate the review of plans should be submitted.
  - If other Civil Engineering software packages were utilized for project development then all binary or ASCII files that are software dependent for that package shall be submitted
  - All electronic files that pertain to the construction stake out. Files will be in SMI format and will include all horizontal controls, vertical controls and templates. SMI data will be provided in a separate folder.
  - Copies of all hand written or electronic calculations or notes (non-CADD) that will facilitate verification and review of the plans.
  - All roadway design calculations will be provided in a separate folder. (Ex: guardrail length of need graphics, intersection sight distance graphics, superelevation development calculations, etc.)
  - On each printed sheet in the plans, the electronic folder name, filename, and date must be shown.
  - Provide plot setting to include levels used, symbology, line weights and pen tables in order to reproduce all plans sheets
  - All roadway structures' design criteria with calculations will be provided in a separate folder.
  - Pavement Design will be provided in a separate folder with soil support data, traffic volumes, and ESAL's
  - Electronic files for specifications and special provisions in Adobe PDF or Microsoft Word format
  - Approved Design Exceptions to AASHTO and/or SCDOT design standards developed during design

### 3.3.2 Final Bridge Plans

- The plans shall include, but not be limited to all items described in Chapters 3 and 6 of the SCDOT Bridge Design Manual.
- Submit electronic plans with digital signatures in accordance with SCDOT Preconstruction Design Memorandum PCDM-04. In addition to digitally-signed individual plan sheets, provide a flattened, multipage PDF copy of the entire plan set for easier viewing.
- Additional electronic file submittals:
  - All MicroStation files including all files that would supplement the ability to view files correctly such as reference files and cell libraries.
  - Copies of all hand written or electronic calculations or notes (non-CADD) that will facilitate verification and review of the plans.
  - Electronic files for specifications and special provisions in Adobe PDF or Microsoft Word format

### 3.3.3 Work Zone Traffic Control Plans

- The plans shall be in accordance with the SCDOT Procedures and Guidelines for Work Zone Traffic Control Design and all other applicable design references listed in Exhibit 4

### 3.3.4 Final ITS Design Plans

- ITS plans are not required for this project.

### 3.3.5 Final Hydraulic Report

- Final Roadway Drainage Design Reports shall include, but not be limited to, the following:
  - Updates to the Right-of-Way hydraulic drainage designs
- Final Bridge Hydraulic Design Reports shall include, but not be limited to, the following:
  - Final Hydraulic Model Design and Supporting Documentation including all updated forms
  - Final Modeling files
  - Scour Study- additionally plot the 100- and 500-year lines on the bridge triple profile sheet (for each applicable location)
  - Address CLOMR and/or “No Impact” Certifications (for each applicable location)
  - Include the hydrology data for bridges, culverts and pipes greater than 48 inches on the bridge triple profile sheets
- Complete NPDES package



**3.3.6 Final Road & Bridge Geotechnical Reports**

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

**3.3.7 Final Seismic Design Summary Report**

- Seismic Design Summary Reports are not required for this project.

**3.3.8 Bridge Load Rating Documentation**

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

**3.3.9 Final Independent Peer Review Report**

- Complex Bridge Independent Peer Review is not required for this project.

**3.4 RFC Submittal Packages**

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

### **3.5 Revisions to RFC Plans and Reports**

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

### **3.6 Traffic Management Plan**

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

### **3.7 Foundation Installation Plan Submittals**

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

### **3.8 Foundation Testing Submittals**

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

### **3.9 Hazardous Materials Testing Submittals**

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

### 3.10 Shop Plans

- Submit shop plans, in accordance with the SCDOT Supplemental Specification for “Shop Plans And Working Drawings For Structures”, to the Contractor’s designer for review and approval. Route all approved shop plans to SCDOT for review and acceptance. After reviewing the shop plan package (including calculations when applicable), SCDOT will either distribute the accepted package or provide comments requiring resubmittal. If comments are provided, the Contractor’s fabricator and designer shall review the comments prior to resubmitting to SCDOT for further review. The Contractor’s designer shall stamp the shop plans “approved” prior to submittal to SCDOT. SCDOT will stamp and distribute the plans. Do not commence fabrication and construction/erection until after SCDOT stamps the package “for fabrication”.

### 3.11 Working Drawings

- Submit working drawings and design calculations, as defined by the Standard Specifications for Highway Construction, to the Contractor’s designer for review and approval. Route all approved working drawings and design calculations to the SCDOT for review and distribution. Provide working drawings and design calculation submittals that meet the criteria of Subsection 725.1.2 of the Standard Specifications for Highway Construction. SCDOT will review the drawings and calculations and either provide acceptance of the drawings as prepared or provide comments. If comments are provided, the Contractor’s designer shall review the comments prior to resubmittal to SCDOT for further review. The Contractor’s designer shall stamp the working drawings and design calculations “approved” prior to submittal to SCDOT. SCDOT will stamp and distribute the drawings and calculations. Do not commence construction/erection until after SCDOT distributes the drawings and calculations. The responsible engineer, registered as a Professional Engineer in the State of South Carolina, shall seal, sign, and date all design calculations and working drawings. SCDOT will review the working drawings and design calculations only to verify that the specifications have been addressed.

### 3.12 NPDES Submittals

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

### 3.13 Permit Drawings/Revised Permit Drawings

- Contractor shall provide to SCDOT permit drawings (including digital files) used to develop the USACE permit.

- Contractor shall provide to SCDOT revised permit drawings (including digital files) that show changes from those in the approved USACE Permit.

### **3.14 As-Built Plans**

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

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

- ITS Plans are not required for this project.

# **EXHIBIT 5**

## **SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS**

## Table of Contents

<b>SPECIAL PROVISIONS .....</b>	<b>2</b>
(1) DIVISION 100: STANDARD DRAWINGS:.....	2
(2) DIVISION 100: MOST RECENT EFFECTIVE UPDATES: .....	3
(3) DIVISION 100: IMMINENT STANDARD DRAWINGS: .....	6
(4) DIVISION 100: STANDARD DRAWING ERRATA: .....	6
(5) DIVISION 100: CONSTRUCTION MANAGEMENT SYSTEM: .....	9
(6) SECTION 102: UNIQUE ENTITY ID (SAM) REQUIREMENT FOR ALL PROJECTS .....	9
(7) SECTION 103: MOBILIZATION – SUBCONTRACTOR:.....	9
(8) SECTION 104: CONTRACT CHANGES: .....	10
(9) SECTION 104: DETOUR ROUTES: .....	13
(10) SECTION 105: SCDOT COMPUTER USAGE POLICY:.....	13
(11) SECTION 106: SOURCE OF TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT .....	14
(12) SECTION 106: SOURCE OF SUPPLY AND QUALITY OF MATERIALS: .....	14
(13) SECTION 107: PROJECT BULLETIN BOARDS:.....	14
(14) SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED: .....	14
(15) SECTION 107: CARGO PREFERENCE ACT REQUIREMENTS: .....	15
(16) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:.....	15
(17) SECTION 107: IRAN DIVESTMENT ACT: .....	15
(18) SECTION 107: REQUIREMENTS FOR FEDERAL AID CONTRACTS WHICH AFFECT SUBCONTRACTORS, DBE HAULERS, MATERIAL SUPPLIERS AND VENDORS:.....	16
(19) SECTION 107: LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS:.....	16
(20) SECTION 107: SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES TRAINING SPECIAL PROVISIONS: .....	17
(21) SECTION 107: MONITORING OF CONSTR.-RELATED EARTHBORNE VIBRATIONS:.....	17
(22) SECTION 107: COMMUNITY AND PUBLIC RELATIONS PLAN:.....	20
(23) SECTION 107: COORDINATION OF USGS EQUIPMENT RELOCATION WITHIN HIGHWAY CONSTRUCTION: ...	21
(24) SECTION 108: PARTNERING: .....	21
(25) SECTION 108: EVALUATION OF DELAYS .....	22
(26) SECTION 109: FUEL ADJUSTMENT INDEXES: .....	23
(27) SECTION 109: REFERENCES TO UNIT PRICING:.....	23
(28) SECTION 202: REMOVAL OF EXISTING GUARDRAIL:.....	23
(29) SECTION 202: STAGED REMOVAL OF EXISTING BRIDGES: .....	24
(30) SECTION 203: BORROW EXCAVATION: .....	24
(31) SECTION 203: BORROW EXCAVATION (FOR SHOULDERS): .....	24
(32) SECTION 203: BORROW PITS:.....	24
(33) SECTION 205: HIGH-STRENGTH GEOTEXTILE FOR EMBANKMENT REINFORCEMENT: .....	25
(34) SECTION 401: ASPHALT BINDER ADJUSTMENT INDEX: .....	32
(35) SECTION 401: DRESSING OF SHOULDERS:.....	32
(36) SECTION 401: ASPHALT MIXTURE QUALITY ACCEPTANCE: .....	33
(37) SECTION 401: RIDEABILITY OF ASPHALT MIXTURES:.....	33
(38) SECTION 401: FULL DEPTH ASPHALT PAVEMENT PATCHING: .....	33
(39) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:.....	33
(40) SECTION 601: PENALTY FOR VIOLATING LANE CLOSURE RESTRICTIONS:.....	33
(41) SECTION 610: DEPARTMENT OF PUBLIC SAFETY AND LOCAL LAW ENFORCEMENT:.....	33
(42) SECTION 701: NON-CONFORMING CONCRETE: .....	33
(43) SECTION 714: SMOOTH WALL PIPE:.....	33
(44) SECTION 714: PIPE END TREATMENTS (2/5/2010):.....	34

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

(45) SECTION 719: CAST IN PLACE CONCRETE PIPE COLLAR: ..... 36  
(46) SECTION 805: TL3 TYPE T TANGENT END TERMINALS: ..... 36  
(47) SECTION 805: NON-MOW STRIP UNDER GUARDRAIL: ..... 37  
(48) SECTION 806: TEMPORARY BARRIER FENCE FOR ENVIRONMENTAL BOUNDARY: ..... 37  
(49) SECTION 809: RIGHT OF WAY PLAT: ..... 37  
(50) SECTION 815: EROSION CONTROL MEASURES: ..... 37  
**GENERAL DECISION NUMBER SC37 ..... 38**

**SPECIAL PROVISIONS**

**(1) DIVISION 100: STANDARD DRAWINGS:**

The Bidders are hereby advised that this project shall be constructed using the Current Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at <https://www.scdot.org/business/standard-drawings.aspx>. All drawings that are updated are labeled with their effective letting date in red.

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

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system (prior to 2007) are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers. “Old sheet numbers” are also visible on the website when using the full set of drawings “current” search and are sortable by clicking the header “Old Sheet #” on the results page. Be aware that some older drawings now span over multiple pages due to detailing changes.

**(2) DIVISION 100: MOST RECENT EFFECTIVE UPDATES:**

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

403-205-01	721-1	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
403-205-02	S 805-9B	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
403-210-00	721-1A	BRIDGE END FLUME MOVED TO 805-325-75 AND 719-920-00	REPLACED JAN 2019 BY 805-325-75, 805-325-76 AND 719-920-00
605-010-01	605-3(1)	CONSTRUCTION SIGNING - PERMANENT WORK ZONE SPEEDING - \$200 FINE PRIMARY ROUTES	JANUARY 2019 UPDATE
605-015-00	605-4	CONSTRUCTION SIGNING - PERMANENT WORK ZONE SPEEDING - \$200 FINE INTERSTATE ROUTE	JANUARY 2019 UPDATE
605-025-03	605-5(1)	CONSTRUCTION SIGNING - SPECIAL SIGNS \$5000 FINE FOR VIOLATIONS	JANUARY 2019 UPDATE
610-005-00	610-1	FLAGGING OPERATION TWO-LANE TWO-WAY PRIMARY & SECONDARY ROUTES	JANUARY 2019 UPDATE
610-005-20	2019 UPDATE	FLAGGING OPERATION WORK ZONE THRU STOP STOP SIGN CONTROLLED SIDE ROADS	JANUARY 2019 UPDATE



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

610-005-30	2019 UPDATE	FLAGGING OPERATION WORK ZONE CONTINUE THRU STOP CONTROL INTERSECT ALL APPROACH	JANUARY 2019 UPDATE
610-005-40	2019 UPDATE	FLAGGING OPERATION WORK ZONE THRU TRAF SIGNAL W/LAW ENFORCEMENT OFFICERS	JANUARY 2019 UPDATE
610-005-50	2019 UPDATE	FLAGGING OPERATION WORK ZONE CONTINUE THRU TRAF CONTROL INTERSECT W/FLAGGER	JANUARY 2019 UPDATE
610-005-60	2019 UPDATE	FLAGGING OPERATION WORK ZONE TERMINATE @ INTERSECT W/2-LANE 2-WAY ROAD DEPARTURE	JANUARY 2019 UPDATE
610-005-70	2019 UPDATE	FLAGGING OPERATION INTERSECTIONS W/TWO-LANE TWO-WAY ROADWAYS APPROACH LANE	JANUARY 2019 UPDATE
610-005-80	2019 UPDATE	FLAGGING OPERATION STOP SIGN CONTROL INTERSECTION W/LOW SPEED <math>\leq 35</math> MPH	JANUARY 2019 UPDATE
610-005-90	2019 UPDATE	FLAGGING OPERATIONS STOP SIGN CONTROL INTERSECTION 40MPH-60MPH MULTILANE ROAD	JANUARY 2019 UPDATE
610-515-00	610-28	EXTENDED ROAD CLOSURE OF NEW ROADWAY ALIGNMENT	JANUARY 2019 UPDATE
719-115-00	REPLACED	INSTRUCTIONS FOR DROP INLET TYPE 115 DI115 (PHASED OUT 1/2019)	USE DI125 OR 24X36 DI, DI115 PHASED OUT 1/2019
719-920-00	NEW 2019	4' SLOPE FLUME (CURB STYLE WITH CUTOFF WALLS)	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED

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

805-001-01	NEW2018	PERMANENT BARRIER GENERAL NOTES - GUARDRAIL, RIGID BARRIER, FLEXIBLE BARRIER	REVISED NOTE 10.11
805-001-02	NEW2016	PERMANENT BARRIER GENERAL NOTES - GUARDRAIL, RIGID BARRIER, FLEXIBLE BARRIER	REVISED NOTES 50.01 & 50.02
805-090-00	NEW 2019	GUARDRAIL FABRICATION DETAILS NOTICE	NOTICE THAT FABRICATION DETAILS ARE COVERED IN STATUS FABRICATION
805-115-10	NEW 2018	SITE GRADING FOR LEADING END TREATMENT MT3 (TL3)	CORRECT SHOULDER GRADING REMOVE "24:1 LABEL", FONT
805-115-50	NEW 2018	SITE GRADING FOR LEADING END TREATMENT MT2 (TL2)	CORRECT SHOULDER GRADING REMOVE "24:1 LABEL", FONT
805-210-05	MASH UPDATE	MGS3 GUARDRAIL WITH 1 OMITTED POST (12' CLEAR SPAN)	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED
805-325-30	805-325-00	MTBBC3 APPROACH STIFFNESS TRANSITION TL3	CORRECTS PAY ITEMS
805-325-50	805-325-00	MTBBC2 APPROACH STIFFNESS TRANSITION TL2	CORRECTS PAY ITEMS
805-325-70	805-325-00	APPROACH STIFFNESS TRANSITION CURB TO FLUME FOR CB	CORRECTS FLUME LOCATION AND CURB LENGTH
805-325-75	NEW 2019	FLUME INLET AT GUARDRAIL (HANDWORK)	WORKS WITH STANDARD FLUME 719-920-00
805-325-76	NEW 2019	FLUME INLET AT GUARDRAIL (HANDWORK)	WORKS WITH STANDARD FLUME 719-920-00
805-520-00	NEW 2011	GUARDRAIL POST INSTALLATION IN PARTIALLY WEATHERED ROCK (PWR)	MASH DETAIL, USES FULL LENGTH POST

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

805-545-00	MASH UPDATE	GUARDRAIL RELATED MULTIPLE OFFSET BLOCKS FOR MGS AND MTBBC SERIES DEVICES	NEW DELINEATOR AT LEADING END TREATMENTS OR AS SPECIFIED
805-600-00 to 705-779-99	PRE MASH	DRAWING NUMBERS RESERVED FOR PREMASH GUARDRAIL DETAILS. UPDATED DRAWINGS PENDING.	ATTACH TO EXISTING RAIL OR WHERE MASH DEVICE DOES NOT FIT
805-785-00	NEW2017	NARROW & WIDE CRASH CUSHIONS	<b>MASH UPDATE TO CRASH CUSHIONS</b>
805-825-00	MASH UPDATE	SHAPE TRANSITION THRIE- BEAM TO SINGLE SLOPE	REVISED END BEVELS AND MASH GUARDRAIL GEOMETRY

**(3) DIVISION 100: IMMINENT STANDARD DRAWINGS:**

On the Standard Drawings search page, enter status of Imminent with other fields blank to see a list of upcoming Standard Drawings and their corresponding effective let date. Imminent drawings may be used at any time they are available if approved by the Resident. Follow procedure shown in imminent drawings when noted in this section.

Imminent Drawings will be made available as soon as they are signed.

**(4) DIVISION 100: STANDARD DRAWING ERRATA:**

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

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

OLD DRAWING NAME

NEW DRAWING NAME

720-905-01 to 720-905-05

720-901-01 to 720-993-32

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

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

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

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

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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2'-6" minimum

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

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

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

French Drain see note 4.5.

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

Delete (SF)

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

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

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

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

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

Riprap (Bridge End)

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

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

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

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

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

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

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

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

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

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

**(5) DIVISION 100: CONSTRUCTION MANAGEMENT SYSTEM:**

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

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

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

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

**(7) SECTION 103: MOBILIZATION – SUBCONTRACTOR:**

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

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

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

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

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

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

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

Pay items under this section include the following:

<b>Item No.</b>	<b>Pay Item</b>	<b>Unit</b>
9210305	MOBILIZATION – SUBCONTRACTOR	DOL

**(8) SECTION 104: CONTRACT CHANGES:**

**A. PURPOSE**

The purpose of this document is to establish the responsibilities and procedures for processing Requests for Information (RFI), Design Change Notifications (DCN), Field Change Notifications (FCN), and Contract Change Requests (CCR) after the execution of the contract for SCDOT design-build projects. These actions require review and either acceptance or approval prior to implementation. The timely review and response to Contractor/SCDOT submittals by the appropriate project officials is imperative to maximize the benefits of design-build contracting and reduce project delays.

**B. DEFINITIONS**

The following are the four different types of Contract Requests (CR).

**Request for Information (RFI):** A written request, typically by the Contractor to SCDOT, requesting clarifications or interpretations of the contract, plans, and specifications, including input required to resolve discrepancies. An RFI can also be used to obtain concurrence for construction means and methods that differ from traditional practice. In addition, SCDOT may initiate an RFI to the Contractor requesting clarification of means and methods.

**Design Change Notification (DCN):** A written notification by the Contractor that states changes within the contract requirements are needed to the design after the plans have been released for construction. These changes to the design will be subject to the same level of quality assurance and quality control reviews as the original design, including SCDOT and Contractor review, respectively.

**Field Change Notification (FCN):** A written notification by the Contractor to SCDOT to construct the project differently than shown in the Released for Construction (RFC) plans, but still within the contract requirements and SCDOT accepted practices. FCNs typically capture minor changes that do not require review and approval from the Engineer of Record (EOR), but will be noted on the as-built plans.

**Contract Change Request (CCR):** A written request to change contract requirements or deviate from SCDOT accepted practices. CCRs shall document all changes to contract time and price. CCRs, if approved, will be processed individually or in groups via a Change Order in SCDOT's Construction Management System.

**C. PROCEDURES**

1. General

- a. Utilize SCDOT CR Form for all RFIs, DCNs, FCNs, and CCRs.

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

- b. Contractor will submit a form to the SCDOT RCE via ProjectWise, or vice versa, for all RFIs, DCNs, FCNs, and CCRs. FHWA shall be copied on Projects of Division Interest (PoDI).
  - c. A sequential project-specific numbering system should be used for each CR submittal (e.g. CR-001).
  - d. The RCE shall track the review progress for all documents in real time in a single spreadsheet in ProjectWise. This spreadsheet shall include:
    - 1) The CR number
    - 2) The duration agreed to for review completion
    - 3) The status of each submittal in each update
    - 4) The party that is currently responsible for reviewing and responding
  - e. Initial review times for each of these documents will be 10 business days, unless otherwise agreed upon by the RCE and the Contractor. Review times may be extended if SCDOT's initial comments are not addressed. The Contractor and RCE are responsible for ensuring all parties fully understand the magnitude of potential schedule impacts of each submittal.
  - f. If an approved CCR impacts contract time or price, it should be documented expeditiously as a Change Order in SiteManager.
  - g. If a CR requires revision, it shall supersede all previous submittals and therefore must include all necessary attachments. A new CR form shall be submitted with the original identification number and applicable revision number (e.g. CR-001-R1).
2. Requests for Information
- An RFI may be initiated by the Contractor or SCDOT. RFIs that are internal to the Design-Build Team, i.e. Contractor, should not be tracked by SCDOT.
- a. RFIs submitted by the Contractor to SCDOT:
    - 1) All RFIs are to be submitted by the Contractor's Project Manager to the RCE using the CR Form. The form and supporting documentation shall be placed in a designated ProjectWise folder that the Contractor, RCE, DOC's Office, and Preconstruction may access. A Bluebeam session may be initiated by SCDOT if multiple reviewers are involved.
    - 2) Upon receipt, discipline experts for the Contractor, EOR, or SCDOT may discuss details independently, but any conclusions and supporting information must be documented in a formal response by the RCE utilizing the original CR Form.
  - b. RFIs sent by SCDOT to the Contractor:
    - 1) The RCE will develop the RFI in coordination with SCDOT staff as needed using Form XXX. The RCE will provide all RFIs via a designated ProjectWise folder that the Contractor, RCE, DOC's office, and Preconstruction may access.
    - 2) The Contractor will submit the response and supporting information to the RCE in this same ProjectWise folder.
    - 3) The RCE will review the Contractor's response and determine whether a separate notification or request is needed.
3. Design Change Notification
- a. The Contractor shall notify the RCE of any design changes being considered on any documents or plans that have been released for construction by utilizing CR Form. Supporting the form should be all revised documents that clearly identify all proposed changes. The form and supporting documentation shall be placed in a designated ProjectWise folder that the Contractor, RCE, DOC's Office, and Preconstruction may access. A Bluebeam session may be initiated by SCDOT if multiple reviewers are involved.
  - b. Once the DCN is reviewed and if all comments are resolved, the RCE will accept the DCN using CR Form and submit to the Contractor along with all necessary attachments. If any SCDOT comments cannot be resolved in accordance with the contract requirements, the



## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

- DCN will be rejected, and SCDOT will provide an explanation for the rejection and comment on the favorability as a CCR.
- c. Digital and hard copies of revised plans that will become revised RFC plans shall be submitted by the Contractor following the procedures outlined in the contract and as agreed to for the original RFC plans. The Contractor shall provide revised Released for Construction (RFC) plans after SCDOT accepts the DCN.
  - d. The Contractor is to ensure that all parties affected by any design changes and/or plan revisions receive revised RFC plans, i.e. utility companies, subcontractors, sub-consultants, railroad company representatives, etc.
4. Field Change Notification
- a. The Contractor shall notify the RCE of any FCN under consideration utilizing CR Form.
  - b. The Contractor shall clearly identify all proposed changes on CR Form and attach all supporting documents and details needed for SCDOT to fully understand the proposed changes. A Bluebeam session may be initiated by SCDOT if multiple reviewers are involved.
  - c. If the FCN does not require any design changes to the RFC plans, does not violate the contract requirements, and in the opinion of the RCE, complies with SCDOT accepted practices, the RCE will accept the FCN.
  - d. If the FCN requires design changes to the RFC plans, the FCN will be rejected and SCDOT will provide an explanation for the rejection and the need to resubmit as a DCN.
  - e. If the FCN violates the contract requirements, the FCN will be rejected and SCDOT will provide an explanation for the rejection and comment on the favorability as a CCR.
  - f. If the FCN does not comply with SCDOT accepted practices, the FCN may be accepted or rejected. If rejected, SCDOT will provide an explanation for the rejection and comment on the favorability as a CCR.
  - g. The Contractor shall document all SCDOT accepted FCNs as redlines in the as-built plans.
5. Contract Change Request
- a. CCRs sent by Contractor to the SCDOT:
    - 1) The Contractor shall submit a CCR to the RCE using Form XXX with sufficient description, information, calculations, justification, and any impacts to cost and time for SCDOT to make an informed decision. The Contractor shall provide the RCE with additional supporting documents or justification upon request.
    - 2) The RCE is to review the submittal and seek input from SCDOT discipline experts as needed. A Bluebeam session may be initiated by SCDOT if multiple reviewers are involved.
    - 3) Upon concurrence with SCDOT and FHWA staff, the RCE will approve or reject any CCR using CR Form.
    - 4) If the CCR is approved, including any changes to cost and time, a SiteManager Change Order will be issued to the Contractor for review and concurrence.
    - 5) If the CCR is determined to be necessary to the project but cost and time cannot be agreed upon, SCDOT reserves the right to direct the Contractor to perform the work under Force Account Procedures in lieu of rejection. Upon completion of the changed work, a SiteManager Change Order will follow for contractor review and concurrence.
  - b. CCRs sent by SCDOT to the Contractor:
    - 1) The RCE shall submit a CCR to the Contractor using Form XXX with sufficient description and information for the Contractor to respond.
    - 2) The Contractor must respond with sufficient information, calculations, and justification for all cost and time changes.

- 3) The **RCE** is to review the response and seek input from SCDOT discipline experts as needed. A Bluebeam session may be initiated by SCDOT if multiple reviewers are involved.
- 4) Upon concurrence with SCDOT and FHWA staff, the RCE will approve or reject any cost or time changes associated with the CCR using CR Form.
- 5) If the CCR is approved, including any changes to cost and time, a SiteManager Change Order will be issued to the Contractor for review and concurrence.
- 6) If the CCR is determined to be necessary to the project but cost and time cannot be agreed upon, SCDOT reserves the right to direct the Contractor to perform the work under Force Account Procedures in lieu of rejection. Upon completion of the changed work, a SiteManager Change Order will follow for contractor review and concurrence.

**(9) SECTION 104: DETOUR ROUTES:**

When the contract documents allow/specify detours, SCDOT will maintain detour routes with the exception to detour signage and full-depth patching as required by the Resident Construction Engineer specified in Section 401.

**(10) SECTION 105: SCDOT COMPUTER USAGE POLICY:**

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

The **CONTRACTOR** and its designated employees, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to also follow **SCDOT's** IT Security Policy ([http://www.dot.state.sc.us/pdf/IT\\_Security\\_Policies\\_09042012.pdf](http://www.dot.state.sc.us/pdf/IT_Security_Policies_09042012.pdf)), which sets forth **SCDOT** IT Security Policy including Network Security Policy, Network Access and Authentication Policy, Physical Security Policy, Backup Policy, Incident Response Policy, Corporate Security Policies, VPN Site-to-Site Policy, Wireless Access Policy, Remote Access Policy, Confidential Data Policy, Guest Access Policy, Third Party Connection Policy, Outsourcing Policy, and Mobile Device Policy; the South Carolina Act 190 of 2008; the Financial and Identity Theft Protection Act; and the Personal Financial Security Act. Prior to access to the **SCDOT** network, each person designated by the **CONTRACTOR** is required to sign an acknowledgment of the DD37 policy requirements.

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

The **CONTRACTOR** is responsible for ensuring that it, as well as any subcontractors and subcontractors of any tier, having access to SCDOT electronic data, is required to manage and reduce risk by employing and using good cyber threat preventative measures. **CONTRACTOR, subcontractors and subcontractors** shall use the National Institute of Standards and Technology's Risk Management Framework (NIST RMF) as its cybersecurity framework or use other comparable frameworks and standards for cyber security protection. **CONTRACTOR** shall insert a NIST RMF or equivalent framework requirement provision in all subcontract for this Project which require or allow a subcontractor or subcontractor to have access to SCDOT data. **CONTRACTOR** shall provide SCDOT, upon request, third party certifications to verify implementation of an

industry recognized cyber security framework during the Project. Other comparable cyber security frameworks include: NIST RMF; NIST CSF; ISO IES 27001/ISO 27002; SOC 2; IASME Governance; CIS Controls version 7; COBIT 5; FedRAMP; HIPAA; GDPR; FISMA; NERC CIP; HITRUST CSF.

**(11) SECTION 106: SOURCE OF TELECOMMUNICATION AND VIDEO SURVEILLANCE EQUIPMENT**

In accordance with 2 CFR 200.216, Contractors, in the performance of this Contract, are prohibited from procuring or obtaining telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**(12) SECTION 106: SOURCE OF SUPPLY AND QUALITY OF MATERIALS:**

Add Paragraph 3 to Subsection 106.1 of the Standard Specifications with the following:

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

**(13) SECTION 107: PROJECT BULLETIN BOARDS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(17) SECTION 107: IRAN DIVESTMENT ACT:**

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

- A. CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. 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)

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

You must notify the SCDOT immediately if, at any time before posting of a final statement of award. You are added to the Iran Divestment Act List.

- B. ONGOING OBLIGATIONS: (a) You must notify SCDOT immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
- C. OPTION TO RENEW RESTRICTION: Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.

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

March 1, 2010

- A. The contractor's attention is directed to the requirements of Section I.2 in Form FHWA 1273 that is included in your contract documents as the Supplemental Specification "Required Contract Provisions Federal-Aid Construction Contracts". Section I.2 requires that "the contractor shall insert in each subcontract all of the stipulations contained in the Required Contract Provisions". This requirement also applies to lower tier subcontractors or purchase orders. These provisions must be physically included in your subcontracts. A reference to the applicable specification will not suffice.
- B. The contractor's attention is directed to the requirements of the Supplemental Specification "Standard Federal Equal Employment Opportunity Construction Contract Specifications". Section 2 requires that the provisions of this specification must be physically included in each subcontract with a value of \$10,000 or greater.
- C. The contractor's attention is directed to the requirements of the Equal Employment Opportunity Performance certifications in the Proposal Form Certifications and Signatures section of the contract. Section 1 concerning Equal Employment Opportunity must be physically included in each subcontract.
- D. Prior to the approval of the subcontractor request, 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.

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

August 7, 1991

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

- 1. Responsibilities:

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

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

3. Cost Reimbursement and Time Delays:

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

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

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

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

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

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

**THE NUMBER OF TRAINEES INCLUDED IN THIS PROJECT WILL BE:**

**Road: 0**

**Bridge: 0**

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

Contractor must also comply with the On-the-Job Training Manual located at <https://www.scdot.org/business/pdf/businessDevelop/OJT-Manual.pdf>

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

July 8, 2015

**A. DESCRIPTION**

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

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

**B. PRE-CONSTRUCTION CONDITION ASSESSMENT**

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

**C. CRACK MONITORING DURING CONSTRUCTION**

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

**D. VIBRATION MONITORING DURING CONSTRUCTION**

1. Procedure - The Contractor shall monitor vibrations at no less than four locations at each specific site of construction activity along the perimeter of the project during all foundation and embankment construction activities. The locations shall be selected by the Contractor based on the location of the construction activities and their relative position to nearby offsite structures. Prior to construction, a plan of the monitoring locations shall be submitted to the Engineer for acceptance. The locations of the vibration monitors shall be adjusted during construction with acceptance by the Engineer. The vibration monitors shall be established at the site so that background vibrations may be determined prior to beginning foundation or embankment construction. The sensitivity range of the seismograph shall be selected so that the recording is initiated below the maximum allowable particle velocity shown in Figure 1 and extends above the highest expected intensity. Specific activities of the vibration source shall be indexed in time to allow correlation with the arrivals on the vibration
2. Project Vibration Criteria - The maximum allowable particle velocity is shown in Figure 1. If the data from the monitors indicate that vibrations are exceeding the established criteria, then the Contractor shall immediately notify the Engineer and suspend those activities which are generating the earthborne vibrations, until the Contractor and his or her geotechnical firm have developed a revised construction plan to resolve the problem. The problem shall be resolved at no additional cost to the Department.
3. Instrumentation – The vibration monitors shall consist of digital seismographs that display the particle velocities and associated frequencies plotted against the criteria for this project (i.e., Figure 1). Each seismograph shall contain geophones with response capability in three

mutually perpendicular axes or components: one vertical and two horizontal (radial and transverse). The frequency response of the geophones shall be linear from at least 4 Hz to more than 200 Hz. The sensitivity shall range from less than 0.02 in/sec to more than 5.0 in/sec. The BlastMate III by InstanTel is one type of seismograph that is suitable for this project.

4. Calibration and Instrument Use - The Contractor shall field calibrate the vibration monitors before the start of each recording period. The transducer shall be positioned with the longitudinal axis toward the vibration source. Transducers must be adequately coupled with the ground. Operation of all vibration monitors shall be in accordance with the instrument manufacturer's instructions and recommendations. Vibration records shall be collected in waveform plot or strip chart plot. The peak vector sum of the particle velocity in longitudinal, transverse, and vertical planes shall be shown along with the respective dominant or principle frequencies. The highest recorded particle velocity (i.e., the vector sum of the three orthogonal directions), when indexed to a particle vibration event, shall be reported as the peak particle velocity. The recorded peak particle velocity shall be compared to criteria appropriate for the subject of concern.
5. Complaints - In the event of a complaint, the Contractor shall immediately contact the Engineer and review those construction activities that are inducing vibrations into the earth. The Contractor shall prepare a report documenting all relevant data such as the time and date presented in the complaint, a description of the construction activities during the subject time/date, data from the monitoring instruments for the subject time/date, complaint information and a description (including photographs, if possible) of the alleged damage. The Contractor and his or her geotechnical firm shall then submit a detailed plan for repair, perform the repair at no cost to the Department and develop and submit for review a revised construction plan to address the vibration problems and minimize further damage and complaints.

**E. METHOD OF MEASUREMENT**

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

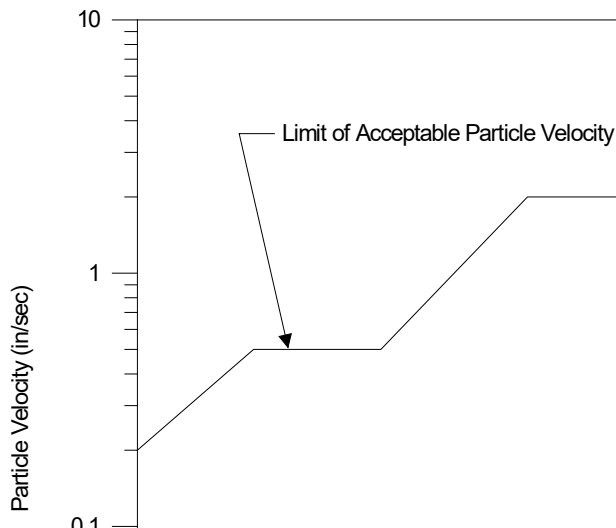




Figure 1 - Vibration Criteria (adapted from AASHTO R8-96)

**(22) SECTION 107: COMMUNITY AND PUBLIC RELATIONS PLAN:**

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

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

The Contractor shall coordinate with the Department to promote public awareness for this project. The amount of public involvement required for this project is directly based on the Contractor's Transportation Management Plan and construction details. The Design- Build Team's responsibilities shall include:

- 1. Providing details surrounding the impacts to the public
- 2. Providing advance notice to the Department of upcoming project impacts
- 3. Assisting the Department in the development of the target audience list
- 4. Hand delivery of time sensitive informational materials
- 5. Preparing advertisements and media announcements
- 6. Preparing and forwarding direct mailers, flyers, and other promotional materials as necessary

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

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

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

- 1. State Senator(s) and Representative(s)
- 2. Chairman of the County Council
- 3. County Administrator/Manager
- 4. County Planner

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

5. City Mayor (as appropriate)
6. City Manager (as appropriate)
7. Transportation services
8. Emergency services
9. Neighborhood groups and private homes
10. Industry and businesses
11. Chamber(s) of Commerce
12. Individual schools effected by the project
13. Public School District(s) and Transportation Office(s)
14. Post Office
15. Any other organization as deemed necessary by the Department

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

Public Meetings - If Beginning of Construction meeting for area businesses and residents is held, Contractor shall attend and be prepared to speak at this event.

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

The Department will be responsible for establishing, creating, maintaining and updating the project website for this project. However, throughout the project duration, the Contractor shall coordinate with the RCE to ensure the accuracy of the aforementioned project website. At a minimum, the Contractor shall designate a contact for public information inquiries and coordination. Throughout construction, at a minimum, this contact shall provide bi-weekly updates to the RCE, including, but not limited to, traffic control phasing, graphic illustrations, project pictures, etc.

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

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

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

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

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

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

**(24) SECTION 108: PARTNERING:**

**A. COVENANT OF GOOD FAITH AND FAIR DEALING**

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

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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

### **B. PARTNERING**

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

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

### **(25) SECTION 108: EVALUATION OF DELAYS**

The Contractor shall evaluate delays and calculate the appropriate time extension due based on the following:

1. The Contractor shall base all evaluations of delay and all calculations of the appropriate time extensions due on the schedules submitted to and accepted by the Department. The Contractor shall not use schedules that did not exist on the project or create schedules after the delay has occurred to demonstrate entitlement to a time extension.
2. The Contractor shall base evaluations and calculations related to the determination of extensions of time on the Critical Path as established by the schedules submitted to and accepted by the Department. The Contractor is not entitled to a time extension for delays that do not delay the Critical Path. The Critical Path is defined as the longest path through a project schedule.
3. The evaluations and calculations required to establish entitlement to a time extension will vary depending on the nature and timing of the delay and whether the Contract Time is measured in working days, calendar days, or based on a fixed completion date.
4. The schedules relevant to the evaluation and calculation of time extensions are the most current schedules submitted to and accepted by the Department. For example, if the Department determines that Extra Work is required and the Supplemental Agreement adding this work will be dated June 2, then the determination of the time extension due the Contractor will be based on the last schedule submitted and accepted by the Department prior to June 2 of the same year.
5. The Contractor's evaluations and calculations to document an appropriate time extension shall be performed as follows:
6. The Contractor shall use the method known in the construction industry as the Time Impact Analysis (TIA) to identify and measure critical delays that have not yet occurred (prospective). The Contractor shall not use this method to evaluate delays that have already occurred (retrospective). In general terms, the Contractor shall perform a TIA as follows:
7. Develop a "mini" schedule depicting the changed work (hereby referred to as a fragnet).
  - a. Identify the current Progress Schedule as described in paragraph (4), above. Record the scheduled completion date in this schedule.
  - b. Insert the fragnet into the current Progress Schedule by properly linking the fragnet with the existing activities in the current Progress Schedule.
  - c. Recalculate the current Progress Schedule with the fragnet inserted and record its scheduled completion date.

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

- d. The difference in the scheduled completion dates (or other Milestone dates) between the current Progress Schedule and the Progress Schedule calculated with a properly inserted and properly composed fragnet is the delay attributable to the changed work. The time extension due, if any, will be based on this delay.
- 8. The Contractor shall use a Contemporaneous Analysis when evaluating delays that have already occurred. In general terms, the Contractor shall perform a Contemporaneous Analysis as follows:
  - a. Identify the accepted Progress Schedule that is immediately before the start of the delay being evaluated.
  - b. Identify each Progress Schedule in effect during the delay and the Progress Schedule with a data date immediately following the conclusion of the delay.
  - c. Identify the critical path each day from immediately before the start of the delay to the Accepted Progress Schedule immediately following the delay.
  - d. Determine whether the delay falls on the critical path.
  - e. If the delay does not fall on the critical path, then no project delay occurred, and no time extension is due.
  - f. If the delay falls on the critical path, then determine the number of days the critical path is delayed. The time extension due, if any, will be based on this delay to the scheduled completion date

Concurrent Delays are two separate and independent delays that both delay the critical path at the same time. Concurrent Delays can occur when a CONTRACTOR caused delay is concurrent with an SCDOT-caused delay, when a delay that is the responsibility of neither the CONTRACTOR nor SCDOT is concurrent with an SCDOT-caused delay, or when a CONTRACTOR caused delay is concurrent with a delay that is the responsibility of neither the CONTRACTOR nor SCDOT. In each of these scenarios, the Contractor is entitled to an extension of Contract Time but is not entitled to recover additional time-related costs for the period of concurrency.

**(26) SECTION 109: FUEL ADJUSTMENT INDEXES:**

No fuel adjustment will be made on this Project.

**(27) SECTION 109: REFERENCES TO UNIT PRICING:**

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

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

SECTION 401: HOT MIX ASPHALT (HMA) QUALITY ASSURANCE

SECTION 401: HOT-MIX ASPHALT RIDEABILITY

SECTION 401: FULL DEPTH ASPHALT PAVEMENT PATCHING

SECTION 701: NON-CONFORMING CONCRETE

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

Section 202.3.4.2 applies on this project.

**(29) SECTION 202: STAGED REMOVAL OF EXISTING BRIDGES:**

If a portion of an existing structure is to be removed while traffic is maintained on the bridge, ensure the structural capacity will be adequate to accommodate all loads remaining on the bridge based on the loads for which the bridge was originally designed. Update of the existing load rating is required for each stage of construction with traffic maintained on the bridge.

**(30) SECTION 203: BORROW EXCAVATION:**

Delete paragraph 1 of Subsection 203.2.1.8 of the Standard Specifications and replace it with the following:

1. Borrow consists of material required for the construction of embankments or for other portions of the work where the elevation of the existing subgrade is less than the subgrade elevation required on the Plans or directed by the RCE. When sufficient material is available entirely within the right-of-way, the work is covered by the item Unclassified Excavation and the material shall meet the material requirements of Borrow Excavation in this subsection. When it is necessary to bring material from outside of the right-of-way, the work is covered by the item Borrow Excavation, and the material shall also meet the requirements for Borrow Excavation in this subsection. The material requirements of this subsection apply to all material used in the work regardless of its origin. The requirements of this subsection are not applicable to in situ subgrade material.

**(31) SECTION 203: BORROW EXCAVATION (FOR SHOULDERS):**

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

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

**(32) SECTION 203: BORROW PITS:**

**A. PERMITTING OF BORROW PITS**

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

Permitted Borrow Pits

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

**B. BORROW PITS WITHOUT SECTION 404 PERMIT**

For borrow pit sites for which a Section 404 permit under the Clean Water Act has not been issued, the contractor shall provide SCDOT with copies of documentation provided by the contractor or

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

its subcontractor(s) to the U.S. Army Corps of Engineers, which shall, at a minimum, clearly define the location of the borrow pits and any wetlands on the borrow pit site; describe the proposed activities and processes that will be used to prepare the site, obtain fill material from the site, and store material at the site; and request the U.S. Army Corps of Engineers to confirm in writing that no Section 404 permit is required for those operations. No operations shall take place at the borrow sites for at least thirty days from the date of the submission of confirmation request to the U.S. Army Corps of Engineers. After thirty-one days the contractor may begin work. The contractor shall also provide copies to SCDOT of any response(s) provided by the U.S. Army Corps of Engineers to its documentation.

**C. RESPONSIBILITY**

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

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

April 21, 2015

**A. DESCRIPTION**

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

**B. MATERIALS**

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

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

Furnish geotextiles meeting the property requirements outlined in Table 1.

Table 1: High Strength Geotextile Properties (Design Requirements)<sup>1,2</sup>

Property	Test Method	Geotextile Property Requirements
Long-Term Design Strength, T <sub>al</sub> , MD		22,800 lb/ft
Long-Term Design Strength, T <sub>al</sub> , XD		2,280 lb/ft
Sewn Seam Breaking Strength <sup>3</sup>	ASTM D4884	900 lbs/ft
AOS	ASTM D4751	≤(1.0 to 2.0)D <sub>85(soil)</sub>

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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Permeability	ASTM D4491	$\geq 10K_{soil}$
Default Pullout Friction Factor, $F^*$	ASTM D6706	$0.6 \tan \Phi$
Default Alpha, $\alpha$	ASTM D6706	0.6
Ultraviolet Stability	ASTM D4355	$\geq 50\%$ after 500 hrs of exposure

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

**4. Source Approval and Certification**

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

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

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

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

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

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

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

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

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

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

**c. Reduction Factor (RF):**

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

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

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

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

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

**e. Creep Reduction Factor ( $RF_{CR}$ ):**

Laboratory test results documenting creep performance over a range of load levels, for a minimum duration of 10,000 hours based on tension creep test (ASTM D 5262) shall be required. Creep test samples shall be of sufficient width to be representative of overall product creep response (fiber creep testing will not be accepted).

The creep-limiting strength,  $T_i$ , shall be based on extrapolating the 10,000 hours (or longer duration) tension creep tests to a 75-year design life, unless a 100-year design life is specified in the plans. The creep extrapolation method shall be based on methods described in FHWA NHI-10-025, *"Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes"* - Appendix "D". Laboratory test results and extrapolation methodology shall be documented.

The reduction factor for creep,  $RF_{CR}$ , is defined as the ratio of the average lot specific ultimate tensile strength,  $T_{ULTLOT}$ , to the creep-limiting strength,  $T_i$ . The average lot specific ultimate tensile strength,  $T_{ULTLOT}$ , for the lot of material used for creep testing,  $T_{ULTLOT}$ , shall be determined from wide width tensile test, ASTM D 4595.

**f. Durability Reduction Factor ( $RF_D$ ):**

The total reduction factor for durability,  $RF_D$ , shall be defined as the combined effects of chemical and biological degradation. Laboratory test results, extrapolation techniques, and a comprehensive literature review shall document the reduction factor for durability for all material components in accordance with FHWA NHI-09-087, *"Corrosion / Degradation of Soil Reinforcements for Mechanically Stabilized Earth Walls and Reinforced Soil Slopes"*. The minimum durability reduction factor,  $RF_D$ , shall be 1.1, regardless of product specific test results.



**g. Soil Reinforcement Pullout Coefficients ( $F^*$ ,  $\alpha$ ):**

The Certification Package shall document the pullout coefficients ( $F^*$ ,  $\alpha$ ) meet or exceed the required coefficients necessary to obtain the  $T_{al}$  provided above where,

$F^*$  = Minimum pullout friction factor =  $C_i \tan \Phi$ ,

$C_i$  = Soil interaction coefficient  $\geq 0.6$

$\Phi$  = Soil Angle of Internal Friction

The pullout friction factor,  $F^*$ , and the scale effect correction factor,  $\alpha$ , shall be documented by laboratory testing from pullout tests. Pullout testing shall be conducted for site-specific materials or for materials representative of the reinforced backfill at confining pressures specified by the Engineer. When laboratory tests are used from representative soils, the representative soils shall be documented by providing the soil's angle of internal friction, gradation, and coefficient of uniformity ( $C_u = D_{60}/D_{10}$ ). Recommended pullout coefficients for various soil types shall also be documented. The pullout coefficients shall be determined by using the quick effective stress pullout tests ("Measuring Geosynthetic Pullout Resistance in Soil" per ASTM D 6706). The soil interaction coefficient,  $C_i$ , shall be documented when computing the pullout friction factor,  $F^*$ . When sufficient documentation is not provided for pullout coefficients,  $F^*$  and  $\alpha$ , and the coefficient of uniformity,  $C_u$ , is greater or equal to 4, the default values indicated in this specification can be used. If the coefficient of uniformity of the reinforced backfill is less than 4, laboratory pullout test shall be required to determine pullout friction factor,  $F^*$ , and the default scale effect factor,  $\alpha$ .

**5. Sample Approval**

To confirm that the on-site geotextile meets the property values specified, random samples shall be submitted to the RCE for evaluation. The machine direction shall be marked clearly on each sample submitted for evaluation. The machine direction is defined as the direction perpendicular to the axis of the roll.

Cut a sample from the geotextile roll with the minimum dimensions of 4 feet by the full width of the roll beyond the first wrap. The geotextile samples shall be cut from the roll with scissors, sharp knife, or other suitable method that produces a smooth edge and does not cause geotextile ripping or tearing. Submit a manufacturer's certificate of compliance signed by an authorized manufacturer's official. The certificate must attest that the geotextile meets all the Minimum Average Roll Value (MARV) requirements specified in Table 1 as evaluated under the manufacturer's quality control program. Geotextiles supplied for construction of the project shall be certified in accordance with the following criteria. The tests described in the specification shall be conducted by the manufacturer or by an approved independent testing laboratory on samples taken from the same lot number as the material actually shipped to the project and at the specified frequency. The manufacturer or independent testing laboratory shall maintain the appropriate accreditations and must be preapproved by the Department. All rolls shall be marked with individual and distinct roll numbers. All roll numbers shall have traceable certified mill test reports from the given lot that they were manufactured. These test reports must be supplied to the Department prior to installation of any geotextile materials. After the sample and the required information have been submitted to the RCE, allow 30 calendar days for evaluation.

Product acceptance is determined by comparing the average test results of all specimens within a given sample to the Minimum Average Roll Values (MARV) listed in Table 1. Install geotextiles only after the material has been tested and/or evaluated and accepted. Replace all geotextiles installed prior to acceptance that do not meet specifications at Contractor's expense.

**a. Sewn Seam Approval**

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

If the geotextile seams are to be sewn in the field, the Contractor shall provide a section of sewn seam that can be sampled by the RCE before the geotextile is installed. The sewn seam shall be in accordance with ASTM 6193.

The seam sewn for sampling shall be sewn using the same equipment and procedures as will be used to sew the production seams. The seam sewn for sampling must be at least 6 feet in length. If the seams are sewn in the factory, the Contractor shall provide samples of the factory seam at random from any of the rolls to be used. Regardless of whether the seam is to be sewn in the factory or the field, the manufacturer and/or Contractor shall certify that the strength meets the requirement set forth in Table 1. If seams are to be sewn in both the machine and cross-machine direction, provide samples of seams from both directions. The seam assembly description shall be submitted by the Contractor to the Engineer and will be included with the seam sample obtained for testing. This description shall include the seam type, stitch type, sewing thread type(s), and stitch density.

If sewn seams are used for seaming the geotextile, use thread that consists of high strength polypropylene or polyester. Do not use nylon thread. Use thread that is of contrasting color to that of the geotextile itself.

If the manufacturer can provide a  $T_{al}$  MD that is greater than the sum of the required  $T_{al}$  MD and sewn seam breaking strength (for each specified in the project plans), the sewn seams may be eliminated and a minimum overlap of 1 foot may be used.

### 6. Identification, Shipment and Storage

Conform to ASTM D 4873, *Standard Guide for Identification, Storage, and Handling of Geotextiles*. Clearly label each roll of geotextile shipped to the project with the name and address of the manufacturer, full product name/number, quantity, and roll number.

The RCE will reject materials that are mislabeled or misrepresented. Wrap each roll with a material that protects the geotextile, including ends of the roll, from damage due to shipment, water, sunlight, and contaminants. Maintain the protective wrapping during periods of shipment and storage. Do not damage the geotextile or wrapping when unloading or transferring from one location to another. Do not drag the rolls.

During storage, elevate geotextile rolls off the ground and adequately cover to protect them from the following:

- a. Site construction damage;
- b. Precipitation;
- c. Ultraviolet radiation including sunlight;
- d. Chemicals that are strong acids or strong bases;
- e. Flames including welding sparks, temperatures in excess of 140 °F (60 °C); and
- f. Mud, dirt, dust, debris and any other environmental condition that may damage the physical property values of the geotextile

### C. CONSTRUCTION REQUIREMENTS

#### 1. General

Prepare the surface on which the geotextile is to be placed so that no damage occurs to the geotextile. Do not drive or operate any construction equipment directly on the geotextile. Dispose of material with defects, rips, holes, flaws, deterioration, or other damage. Do not use defective material in the work. The manufacturer shall be present on site for a minimum of two days of geotextile installation such that the manufacturer observes any field-sewn seams.

#### 2. Installation Plan

Within thirty (30) calendar days after award of the contract or no later than thirty (30) calendar days before beginning high-strength geotextile installation, the Contractor shall submit to the

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Department for review a high-strength geotextile installation plan that includes as a minimum the following information:

- a. The Contractor shall certify and provide proof to the Department of experience in the work described. The Contractor shall have successfully installed at least 500,000 square yards of any geotextile that has sewn seams during the last five years. In addition, the Contractor shall have successfully completed at least five projects within the last five years of similar size and complexity to that of the Project.

The Contractor's experience shall be documented by providing a project summary that includes for each referenced project, the project start and completion dates, total quantity of geotextile installed (specifically indicate if high-strength geotextile installed), and a detailed description of the project, site conditions, and subsurface conditions. The project description shall include details of the geotextile materials, the equipment and technique used to install the geotextiles, the average and maximum area of geotextile installed, the client name and address, the name and telephone number of the representative of the consultant and owner for whom the work was performed and who can attest to the successful completion of the work, and any other information relevant to demonstrating the Contractor's qualifications.

- b. Resume of supervisor documenting experience and qualifications in the installation of both normal and high-strength geotextile. The Contractor shall have a full-time supervisor who has been in responsible charge of supervising geotextile installation operations for at least five projects in the last five years. The supervisor shall be present at the work site at all times during installation operations. The acceptability of the supervisor, as well as any replacement for the supervisor, will be subject to the approval of the Department.
- c. Shop drawings showing the planned locations and elevations of all high-strength geotextiles. The installation sequence shall also be provided including any required staging. The shop drawings shall also show the location of the bridge abutment, and the limits of the final embankment and construction staging.
- d. Detailed description of proposed installation procedures
- e. Proposed methods and equipment for sewn seams

### 3. Site Preparation

Prepare the installation site by clearing, grubbing, and excavating or filling the area to the design grade. This includes removal of topsoil or vegetation. The RCE will identify soft spots and unsuitable areas during site preparation. This may include but not be limited to proof-rolling specific areas defined by the RCE. Excavate these areas and backfill with approved borrow or bridge lift material and compact as specified. The area to be covered by the geotextile shall be graded to a smooth, uniform condition free from ruts, potholes, and protruding objects such as rocks or sticks.

The Contractor may construct a working platform, up to 2 feet in thickness, in lieu of grading the existing ground surface. A working platform is required where stumps or other protruding objects which cannot be removed without excessively disturbing the subgrade are present. These areas shall be prepared in accordance with the 2007 Standard Specifications for Highway Construction. The stumps shall be covered with at least 6 inches of fill before placement of the first geotextile layer.

### 4. Geotextile Placement

The geotextile shall be spread immediately ahead of the covering operation. The geotextile shall be laid with the machine direction perpendicular or parallel to centerline as shown in Plans. All seams shall be sewn. Seams to connect the geotextile strips end to end will not be allowed. The geotextile shall not be left exposed to sunlight during installation for a total of more than 14 calendar days. The geotextile shall be laid smooth without excessive wrinkles. Under no circumstances shall the geotextile be dragged through mud or over sharp objects, which could damage the geotextile.

## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

Small soil piles or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed. Remove wrinkles and folds by pulling the geotextile taut as required.

Should the geotextile be torn or punctured or the sewn joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or roadbed distortion, the backfill around the damaged or displaced area shall be removed and the damaged area repaired or replaced by the Contractor at no expense to the Department. The repair shall consist of a patch of the same type of geotextile placed over the damaged area. The patch shall be sewn at all edges.

If geotextile seams are to be sewn in the field or at the factory, the seams shall consist of two parallel rows of stitching, or shall consist of a J-seam, Type SSn-2. The two rows of stitching shall be 1 inch apart with a tolerance of plus or minus 0.5 inches and shall not cross, except for re-stitching. The stitching shall be a lock-type stitch. The minimum seam allowance, i.e., the minimum distance from the geotextile edge to the stitch line nearest to that edge, shall be 1.5 inches if a flat or prayer seam, Type SSa-2, is used. The minimum seam allowance for all other seam types shall be 1 inches. The seam, stitch type, and the equipment used to perform the stitching shall be as recommended by the manufacturer of the geotextile and as approved by the RCE.

The seams shall be sewn in such a manner that the seam can be inspected readily by the RCE or his representative. The seam strength will be tested and shall meet the requirements stated herein.

### 5. Fill Placement.

Embankment construction shall be kept symmetrical at all times to prevent localized bearing capacity failures beneath the embankment or lateral tipping or sliding of the embankment. Place fill over the geotextile by dumping onto previously placed material and pushing the material into place. Stockpiling of fill on the geotextile will not be allowed. Do not operate any construction equipment directly on the geosynthetic material under any circumstances.

Place the fill material in uniform layers so that there is a minimum lift thickness (loose) of 8 inches between the geosynthetic material and equipment tires or tracks at all times. The minimum thickness of the first lift is 8 inches. Do not allow construction equipment to turn on the first lift of material above the geosynthetic material. Do not blade the first lift placed over the geosynthetic material. If the subgrade is very soft with an undrained shear strength less than 500 psf, minimize pile heights to less than 3 feet and spread piles as soon as possible after dumping to minimize the potential for localized subgrade failure due to overloading of the subgrade.

Do not use sheepsfoot or studded compaction equipment on the first lift placed over the geosynthetic material. Stop vibrator on compaction equipment if pumping occurs. Do not operate any construction equipment that results in rutting in excess of 3 inches on the first lift. If rutting exceeds 3 inches, decrease the construction equipment size and/or weight or increase the lift thickness. Use only rubber-tired rollers for compaction if any foundation failures occur when placing subsequent lifts. Compact all lifts to the moisture and density requirements for each embankment specified in the Standard Construction Specifications. Do not blade material down to remove ruts. Fill any ruts or depressions with additional material and compact to the specified density.

A sandy material that meets the requirements of an A-2 AASHTO soil classification shall be the only borrow excavation soil allowed for placement between the lowest elevation geotextile and the bottom of the pavement section. The embankment fill soils shall be compacted in accordance with the 2007 Standard Specifications for Highway Construction. Fill shall be placed in 12-inch maximum lift thicknesses where heavy compaction equipment is to be used and 6-inch maximum uncompacted lift thicknesses where hand-operated equipment is used.

The geotextile shall be pretensioned during installation using either Method 1 or Method 2 as described herein. The method selected will depend on whether or not a mudwave forms during placement of the first one or two lifts. If a mudwave forms as fill is pushed onto the first layer of geotextile, Method 1 shall be used. Method 1 shall continue to be used until the mudwave ceases to form as fill is placed and spread. Once mudwave formation ceased, Method 2 shall be used until the uppermost geotextile layer is covered with a minimum of 1 foot of compacted fill. These special construction methods are not needed for fill construction above this level. If a mudwave does not form as fill is pushed onto the first layer of geotextile, then Method 2 shall be used initially and until the uppermost geotextile layer is covered with at least 1 foot of compacted fill.

Method 1

After the working platform, if needed, has been constructed, the first layer of geotextile shall be laid as outlined in the project plans and the joints sewn together. The geotextile shall be stretched manually to ensure that no wrinkles are present in the geotextile. The fill shall be end-dumped and spread from the edge of the geotextile. The fill shall first be placed along the outside edges of the geotextile to form access roads. These access roads will serve three purposes: to lock the edges of the geotextile to form access roads, to contain the mudwave, and to provide access as needed to place fill in the center of the embankment. These access roads shall be approximately 16 feet wide. The access roads at the edges of the geotextile shall have a minimum height of 2 feet completed. Once the access roads are approximately 50 feet in length, fill shall be kept ahead of the filling operation, and the access roads shall be kept approximately 50 feet ahead of this filling operation. Keeping the mudwave ahead of this filling operation and keeping the edges of the geotextile from moving by use of the access roads will effectively pre-tension the geotextile. The geotextile shall be laid out no more than 20 feet ahead of the end of the access roads at any time to prevent overstressing of the geotextile seams.

Method 2

After the working platform, if needed, has been constructed, the first layer of geotextile shall be laid and sewn as in Method 1. The first lift of material shall be spread from the edge of the geotextile, keeping the center of the advancing fill lift ahead of the outside edges of the lift. The geotextile shall be manually pulled taut prior to fill placement. Embankment construction shall continue in this manner for subsequent lifts until the uppermost geotextile layer is completely covered with 1 foot of compacted fill.

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

For this project the Basic Bituminous Material Index will be determined on the first calendar day of the month in which this project is let. The index and adjustment table will be available on the internet at <https://www.scdot.org/business/constructionletting-monthlyindex.aspx>, or may be obtained from the office of the Contracts' Administrator.

**(35) SECTION 401: DRESSING OF SHOULDERS:**

Prior to the placement of asphalt mixtures on existing roadways, the contractor will be required to remove all vegetation adjacent to the edge of pavement which impedes the placement of the asphalt mixture to the specified width. The contractor shall also remove and dispose of all excess asphalt which is disturbed during minor grading for widening, or during removal of debris or grass from existing surface during preparation of surface for new lift. After the asphalt mixture has been placed, the contractor shall blade the disturbed material to the extent that the shoulder is left in a neat and presentable condition. All excess material shall be removed from the project. No direct payment shall be made for this work; all costs are to be included in the price of other items of work.

**(36) SECTION 401: ASPHALT MIXTURE QUALITY ACCEPTANCE:**

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

**(37) SECTION 401: RIDEABILITY OF ASPHALT MIXTURES:**

Reference is made to the Supplemental Technical Specification “Rideability for Asphalt Mixtures.” For the purposes of applying this Supplemental Technical Specification, pay factor adjustments will be based on a unit price of \$100 per ton.

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

The Contractor’s bid shall include 1800 square yards of full depth asphalt pavement patching. If more than the estimated square yards of patching are required by SCDOT, the Contractor will be paid a unit price of \$75 per square yard. If less than the estimated square yards of patching are required by SCDOT, the Contractor shall reimburse SCDOT at the same unit price for the quantity of full depth patching that was not needed.

**(39) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:**

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA’s Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

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

The Contractor is advised that the Lane Closure Restrictions outlined in the Traffic Design Criteria will be strictly enforced. Should lane closures remain in place or not be completely removed by the time specified in the Traffic Design Criteria, a penalty will be assessed at the rate of **\$750.00** for each 1/4 hour interval (or any portion thereof) for each lane closed. Should lane closures remain in place or not be completely removed for a period of longer than one hour beyond the time specified by the Traffic Design Criteria the penalty will increase to **\$1,500.00** for each 1/4 hour interval (or any portion thereof) for each lane closed. The penalty also applies to any ramp closures specified in the Traffic Design Criteria.

**(41) SECTION 610: DEPARTMENT OF PUBLIC SAFETY AND LOCAL LAW ENFORCEMENT:**

**A. GENERAL**

Assistance from the Department of Public Safety (DPS) or local law enforcement (Non-DPS) is required as referenced in Section 600 of the Standard Specifications, Standard Drawings, and as needed to enhance safety and enforce traffic laws within/near the project limits during active traffic control operations. The Contractor shall coordinate traffic control with the RCE and DPS/Non-DPS officers. The priority for employing assistance is utilizing DPS first and then, if DPS is not available, utilize local law enforcement with jurisdiction. This coordination shall be initiated by the Contractor a minimum of two (2) weeks prior to starting work.

**(42) SECTION 701: NON-CONFORMING CONCRETE:**

For purposes of applying the reduced payment and below strength provisions of Subsection 701.2.12.4 of the Standard Specifications, a unit price of \$1200 dollars per cubic yard will be used for normal weight concrete.

**(43) SECTION 714: SMOOTH WALL PIPE:**

**REFERENCE:**

**SCDOT Supplemental Technical Specification SC-M-714**

**(44) SECTION 714: PIPE END TREATMENTS (2/5/2010):**

**A. REFERENCE**

SCDOT Supplemental Technical Specification SC-M-714

**B. DESCRIPTION**

For exposed pipe culvert ends, provide an end treatment in accordance with this special provision.

**C. MATERIALS**

Rigid pipe culvert is Reinforced Concrete Pipe (RCP: 714-205-00). Flexible pipe culvert is either Spiral Ribbed Aluminum Pipe (SRAP: 714-610-00), High Density Polyethylene pipe (HDPE: 714-705-00), or Corrugated Aluminum Alloy Pipe (CAAP: 714-605-00).

Use minimum Class B riprap for pipe up to 84" diameter. Use minimum Class C riprap for pipe 84" diameter or larger.

Use minimum Class 4000 concrete (4000P for precast).

Use ASTM A-706 grade 60, low-alloy steel deformed rebar.

Use minimum AASHTO M-196 Alclad 3004-H32 alloy aluminum.

Use Type M Mortar Grout unless specified otherwise.

**D. CONSTRUCTION REQUIREMENTS**

Use one of the following end treatments as specified in the plans or special provisions:



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



Use **Beveling of Pipe End** (719-610-00) when specified in the plans or special provisions. Beveled ends may only be used on flexible pipe up to 24"



## EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

diameter and on rigid pipe up to 60" diameter. When beveling of pipe ends is specified on flexible pipe larger than 24" diameter, install pipe straight headwall, pipe end structure, flared end section, or wingwall section. Use factory fabricated beveled ends for all pipe types unless approved by the Engineer.



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



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



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





Use **Pipe Wingwall**

**Section** when specified in the plans or special provisions.

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

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

**(45) SECTION 719: CAST IN PLACE CONCRETE PIPE COLLAR:**

**A. DESCRIPTION**

A cast in place concrete pipe collar is used to provide a permanent connection between two pipe culverts of the same diameter but different joint profiles. Pipe collars can be used between two pipe of the same material or different material. Use only pipe that conforms to SC-M-714, Permanent Pipe Culverts.

**B. MATERIAL**

Use minimum class 4000 concrete.

Use reinforcement steel conforming to ASTM A706 Grade 60.

See SCDOT Standard Drawings or Project Plans for other material requirements and design details.

**C. CONSTRUCTION REQUIREMENTS - GENERAL**

Follow SCDOT Standard Drawings 719-705-xx for minimum dimensions and details. Use geotextile wrap on joint to minimize concrete intrusion into the joint during the forming and curing process.

**(46) SECTION 805: TL3 TYPE T TANGENT END TERMINALS:**

Qualified Product List 49 provides minimum length of continuous w-beam from the impact head for each proprietary Test Level 3 product. All radius, kinks, and transition sections must occur outside of the pay limits of the Leading End Treatments shown on SCDOT Standard Drawings for MASH MT3 and PREMASH Type T TL3 devices. Use only PREMASH devices in locations where existing guardrail installations are retained or adjusted. Where the design requires immediate transition from w-beam to thrie-beam at the end of the tangent end treatment pay limits, provide adequate space and guardrail shoulder break in advance of the impact head to conform or exceed the geometry shown on the corresponding standard drawings. Alternate PREMASH guardrail shoulder break (Standard Drawing 805-605-11 detail 2) may only be considered in locations where upgrading to standard guardrail shoulder break geometry does not fit within SCDOT Right-of-way.

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

**A. GENERAL**

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

**B. MATERIALS**

Construct the non-mow strip using a minimum 4" HMA Surface Course or a 4" Class 2500 Portland Cement Concrete. Proprietary non-mow strip products are not allowed.

**(48) SECTION 806: TEMPORARY BARRIER FENCE FOR ENVIRONMENTAL BOUNDARY:**

See attached Supplemental Specification dated **July 1 , 2021**.

The Contractor is hereby advised that all Jurisdictional Waters (i.e. streams & wetlands) that are adjacent to or within the construction limits shall be protected with a double row of Silt Fence or other means of double perimeter control as approved by RCE.

**(49) SECTION 809: RIGHT OF WAY PLAT:**

ROW Plat will be required by the Standard Specifications

**(50) SECTION 815: EROSION CONTROL MEASURES:**

In accordance with the NPDES General Permit, the Contractor must sign a Contractor Certification. The Contractor shall refer to the Construction Extranet for the certification form. By signing this form, the Contractor acknowledges that upon award and execution of the Contract, he/she accepts/ understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit and may be legally accountable to SCDES for compliance with the terms and conditions of the *SWPPP*. In addition, the Contractor certifies that the NPDES certification statement status is made part of all its subcontracts.

The Contractor will complete and forward an updated SCDOT approved *Notice of Intent (NOI)* to the SCDOT Construction office to submit to SCDHEC. If the Coastal Zone Consistency (CZC) permit has not been approved it shall be forwarded by the Contractor to SCDOT to submit to SCDHEC as part of *NOI* package. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, or denying coverage, coverage will be automatically granted.

**GENERAL DECISION NUMBER SC37**

"General Decision Number: SC20250037 01/03/2025

Superseded General Decision Number: SC20240037

State: South Carolina

Construction Type: Highway

Counties: Anderson, Greenville, Laurens, Pickens, Spartanburg and York Counties in South Carolina.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

option is exercised) on or after January 30, 2022: all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay covered workers at least \$13.30 per hour (or the applicable wage rate on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/03/2025

SUSC2011-035 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	**

<b>EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS</b>
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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 \*\*

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

Lowboy Truck  
Anderson, Spartanburg,  
York.....\$ 13.48 \*\*  
Greenville, Laurens,  
Pickens.....\$ 13.36 \*\*

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers



EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS
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A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS
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A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

Branch of Wage Surveys  
Wage and Hour Division

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

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

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

EXHIBIT 5 – SPECIAL PROVISIONS AND CONTRACT REQUIREMENTS

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.

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END OF GENERAL DECISION"

# **EXHIBIT 6**

## **ENVIRONMENTAL DESIGN CRITERIA**

## 1. GENERAL

The CONTRACTOR shall avoid impacts to the environment to the most practicable extent. In cases where impacts cannot be avoided, the CONTRACTOR shall minimize impacts to the environment to the most practicable extent.

As a minimum, the CONTRACTOR shall include the following in the Project:

- The CONTRACTOR shall stake out and delineate potential jurisdictional areas using temporary barrier fence as set forth in Supplemental Specification and described in Exhibit 5 (87).
- The CONTRACTOR shall coordinate all permitting related tasks through SCDOT's Environmental Services Office (ESO).
- CONTRACTOR shall provide a summary report documenting how all commitments that fall within its responsibility have been satisfied.
- CONTRACTOR shall be aware that for sites requiring permit approvals, the U.S. Army Corps of Engineers (USACE) will be the lead Federal agency for all NEPA studies and documentation.

## 2. CRITERIA

The CONTRACTOR shall comply with all Environmental Criteria set forth in this exhibit. The following criteria list outline requirements and responsibilities for SCDOT and the CONTRACTOR for the relevant site.

### 2.1 Cultural Resources (S-102)

- 2.1.1 One new architectural resource was recommended eligible, along with associated parcel as a potentially historic property. CONTRACTOR shall consider these resources in their design and develop an appropriate mitigation plan after evaluating avoidance and minimization measures under Section 106 criteria and guidance.

### 2.2 Permitting (All Sites)

#### 2.2.1 Individual Permit (IP) (S-102)

Based on field investigations and conceptual plans, jurisdictional waters of the US appear to be located within the project study area. Impacts to jurisdictional waters are anticipated to require a Department of the Army Section 404 Individual Permit from the USACE and associated state 401 water quality certification. The CONTRACTOR shall perform the required tasks in order to obtain the necessary permit(s) for the impacts. The required mitigation for this project will be determined through consultation with the USACE and other resource agencies and will be the responsibility of the CONTRACTOR. All permits shall be coordinated through the SCDOT Environmental Services Office.

2.2.2 General Permit (GP) (S-32, S-40, S-40/S-26, S-41, S-94, & S-310)

Based on field investigations and conceptual plans, jurisdictional waters of the US appear to be located within the project study area. Impacts to jurisdictional waters are anticipated to require a Department of the Army Section 404 General Permit (GP) from the USACE under the SCDOT GP. The CONTRACTOR shall perform the required tasks in order to obtain the necessary permit(s) for the impacts. The required mitigation for this project will be determined through consultation with the USACE and other resource agencies and will be the responsibility of the CONTRACTOR. All permits shall be coordinated through the SCDOT Environmental Services Office.

2.2.3 Section 408 Coordination (S-40, S-41, and S-40/S-26)

Based on coordination with the USACE, these waterways are considered 408 waters. It is anticipated these projects would require 408 coordination with the USACE prior to construction to determine the necessary USACE authorizations for replacing the bridges. The CONTRACTOR shall perform the required tasks in order to complete the necessary coordination for the replacements. All coordination shall occur through the SCDOT Environmental Services Office.

2.2.4 Navigable Waters Permit (S-40, S-41, and S-40/S-26)

Based on coordination with SC Department of Environmental Services (DES), these bridges cross state navigable waterways. It is anticipated these projects would require a State Navigable Waters General Permit (NavGP) from the South Carolina DES. The CONTRACTOR shall perform the required tasks in order to obtain the necessary permit(s) for the impacts. All permits shall be coordinated through the SCDOT Environmental Services Office.

**2.3 Threatened & Endangered Species (S-41)**

2.3.1 Based on field studies and preliminary coordination, a “may affect not likely to adversely affect” (MANLAA) determination for Northern Long Eared Bat (NLEB) was made using US Fish and Wildlife Website (FWS) information. The CONTRACTOR shall ensure appropriate level of design and documentation is performed to maintain this level of effect. The CONTRACTOR shall utilize IPaC and the most current FWS DKey for coordination purposes.

**2.4 Flood Coordination (S-40, S-40/S-26, S-94, and S-310)**

2.4.1 The Engineer of Record will send a set of final plans and request for floodplain management compliance to the local County Floodplain Administrator as necessary.



**2.5 Environmental Documentation**

- The SCDOT will provide the relevant field studies and site determinations for CONTRACTOR use. The CONTRACTOR shall perform the necessary studies and complete the documentation required to provide USACE the information to complete analysis during permit acquisition.