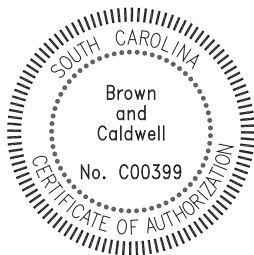




*Beaufort-Jasper Water & Sewer Authority  
Okatie, South Carolina*

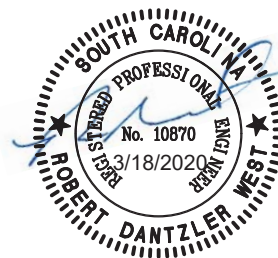
**Highway 170 Water Main Extension**



**Project #152589**

**Bid Package**

**BID DATE: April 21, 2020**

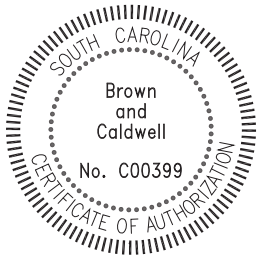


**BJWSA CIP #1696**

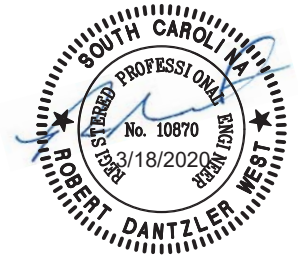
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**Brown AND  
Caldwell**





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FOR  
BEAUFORT-JASPER WATER & SEWER AUTHORITY  
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END OF SECTION



00020

INVITATION FOR BIDS

Owner: Beaufort-Jasper Water & Sewer Authority  
BJWSA Project No.: 1696  
DWSRF Project #0720003-19

Separate sealed bids for the Highway 170 Water Main Extension for the Beaufort –Jasper Water & Sewer Authority will be received by the Owner in the Beaufort-Jasper Water & Sewer Authority Office at 6 Snake Road, Okatie, South Carolina until 2:00 P.M. on April 21, 2020 and then at said place be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment and labor necessary to extend approximately 14,400 linear feet of 36” Water Main along Highway 170 and 46 (Okatee Highway and May River Road) from Heritage Drive to Gibbet Road.

This Invitation for Bids (IFB) is referenced on BJWSA’s website and posted to the Owner’s new Procurement Portal – Bonfire and may not be available through any other source. SUBMITTALS FOR THIS PROJECT WILL BE ACCEPTED ON THE BONFIRE PROCUREMENT PLATFORM PRIOR TO THE BID CLOSING. Please login to the following website to register (Free Registration) to submit a bid for this project. All required documents will be uploaded to the website. <https://bjwsa.bonfirehub.com/> Bonfire Support <https://bonfirehub.zendesk.com/hc/en-us>

All information for bidders will be available on the eProcurement website.

Bidders must deposit security with all bids. Security shall be in the form of a certified check or bid bond made payable to the Owner, and shall be for an amount equal to not less than five percent (5%) of the amount of the bid. Provisions of the security shall be as described in the Information for Bidders.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11-428). Contractors shall have a classification of WL.

It is anticipated that this project will receive funding assistance from the State Revolving Loan Fund and will require that the project participants adhere to the requirements of that Agency. This includes adherence to requirements of the DBE, EEO, Davis-Bacon Wage, “Buy American” and “American Iron and Steel” Provisions.

No bidder may withdraw the bid within 90 days after the actual date of the opening and thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

ENGINEER  
Brown and Caldwell  
250 Berryhill Road, Suite 104  
Columbia, SC 29210

OWNER  
Beaufort Jasper Water & Sewer Authority  
6 Snake Road  
Okatie, SC 29909

END OF SECTION





## INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Beaufort Jasper Water & Sewer Authority (hereinafter called the "Owner"), invites bids on the Bid Form – Unit Price attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the Beaufort Jasper Water & Sewer Authority office at 6 Snake Road, Okatie, South Carolina, until 2:00 P.M. on April 21, 2020 at which time said bids will be publicly opened and read aloud. The envelopes containing your bid and Bid Bond only must be sealed, addressed to Beaufort Jasper Water & Sewer Authority and designated as Bid for Highway 170 Water Main Extension, BJWSA Project #1696, DWSRF Project #0720003-19.

Please login to the following website to register (Free Registration) to follow this project. All required documents will be uploaded to the website. <https://bjwsa.bonfirehub.com/>  
For Bonfire Support <https://bonfirehub.zendesk.com/hc/en-us>

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. PREPARATION OF BID

Each bid must be submitted on the Bid Form – Unit Price. All blank spaces for bid prices must be filled in, in ink or typewritten and a Bid Bond must be submitted with the bid.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be approved by the Owner.

4. METHOD OF BIDDING

The Owner invites the following bid(s):

- a. Combined Unit Price and Line Item Lump Sum Prices

\* All prices provided in the bid form represent a final contract price inclusive of any applicable taxes and freight

5. QUALIFICATION OF BIDDER

The Owner may make such investigations as is deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

6. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a Bid Bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Cash or checks will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash or checks will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as bidder has not been notified of the acceptance of its bid.

7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree also to pay as liquidated damages the sum indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

9. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Contractor in carrying out the work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

10. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing, addressed to BJWSA, 6 Snake Road, Okatie SC 29909. To be given consideration, the request must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum

or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the contract documents.

#### 11. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with bidders delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract (i.e. a performance bond) and for the payment of all persons performing labor on the project (i.e. a payment bond) under this contract in an amount necessary to fully secure the project, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and said surety shall be satisfactory to and approved by the Owner.

#### 12. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 13. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable laws of the State of South Carolina, relevant municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be incorporated in full and included in the contract the same as though repeated verbatim herein.

#### 14. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible and qualified bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded primarily on the base bid coupled with such other and necessary factors to insure a successful completion of the project. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. The Owner will decide which qualified bidder will be awarded the contract, and in determining such bidder, the following elements will be considered for each bidder:

- (a) Bid base.
- (b) Maintains a permanent place of business.
- (c) Has adequate plant equipment and personnel to perform the work properly, efficiently and expeditiously.
- (d) Has suitable financial status to meet obligations incident to the work to include required bonds and insurance.
- (e) Has appropriate technical/specialty experience.

#### 15. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda in determining the estimate for their bid. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to its bid.

END OF SECTION

INFORMATION FOR BIDDERS  
00100-3



SECTION 00310

BID FORM

BEAUFORT-JASPER WATER & SEWER AUTHORITY

Highway 170 Water Main Extension

Location: Beaufort County, SC
Date: April 21, 2020
Project No. 1696

PROPOSAL OF \_\_\_\_\_, doing business as a corporation / a partnership / an individual (Strike out inapplicable terms), with its principal office in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, (hereinafter called "Bidder").

TO: Beaufort-Jasper Water & Sewer Authority (hereinafter called "Owner"),

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Highway 170 Water Main Extension, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 270 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The drawings, specifications and addenda are complementary of each other. What is called for by one shall be as binding as if called for by all. If a conflict between any of the above is discovered by the Contractor, the problem shall be referred to the Engineer as soon as possible for resolution by the Engineer. Should a conflict occur which is not resolved before bid time and/or is necessary to comply with mandatory requirements (i.e., codes, ordinances, etc.), it shall be the Contractor's responsibility to price and bid the more expensive method.

Bidder acknowledges receipt of the following addendum:

No. 1 Dated June 30, 2019 No. \_\_\_\_\_ Dated \_\_\_\_\_
No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

**BASIS OF BID**

Bid items 1 through 35 include all work set forth under the contract necessary to construct the Project, a 36-inch water main along Highway 170 from Heritage Drive to Gibbet Road. Bid prices shall be as specified in Paragraph 25 of the General Conditions. The total amount bid shall be determined by the addition of all price items.

Abbreviations used in the Bid Schedule are defined as follows:

- |                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| LF – linear feet      | TN – ton              | LS – lump sum         |
| CY – cubic yards      | EA – each             | SY – square yards     |
| RJ – restrained joint | MJ – mechanical joint | CL – class            |
| CA – cash allowance   | DR – dimension ratio  | RJ – restrained joint |
| HV – high volume      | LV – low volume       |                       |

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**HIGHWAY 170 WATER Main EXTENSION  
UNIT PRICE ITEMS**

Item No.	Quantity	Unit	Description	Unit price	Extended total price
1	11,575	LF	36" DIP Water Main, CL 150	\$ _____	\$ _____
2	2,432	LF	36" DIP Water Main, CL 150, RJ	\$ _____	\$ _____
3	525	LF	36" DIP Water Main, CL 150, MJ, In Casing	\$ _____	\$ _____
4	20	LF	12" DIP Water Main, CL 350. RJ	\$ _____	\$ _____
5	22	LF	8" DIP Water Main, CL 350	\$ _____	\$ _____
6	90	LF	6" DIP Water Main, CL 350 Hydrant Lead	\$ _____	\$ _____
7	12	EA	Fittings: 36" DIP, RJ Bend (11.25, 22.5, 45)	\$ _____	\$ _____
8	13	EA	Fittings: 36" DIP, RJ Tee (8, 12, 36)	\$ _____	\$ _____
9	2	EA	Fittings: 36" DIP, MJ Sleeve	\$ _____	\$ _____
10	2	EA	Fittings: 8" DIP, MJ Sleeve	\$ _____	\$ _____
11	1	EA	Fittings: 24" DIP, MJ Sleeve	\$ _____	\$ _____
12	1	EA	Fittings: 36" x 24" DIP, RJ Reducer	\$ _____	\$ _____
13	9	EA	Fittings: 8" x 6" DIP, MJ Reducer	\$ _____	\$ _____
14	3	EA	Fittings: 8" DIP, MJ Bend (90, 45)	\$ _____	\$ _____
15	8	EA	36" Butterfly Valve w/ Box	\$ _____	\$ _____
16	9	EA	8" Gate Valve w/ Box	\$ _____	\$ _____
17	1	EA	Relocate 8" Gate Valve w/Box	\$ _____	\$ _____
18	6	EA	2" Air Release Valve	\$ _____	\$ _____

Item No.	Quantity	Unit	Description	Unit price	Extended total price
19	1	EA	12" Blow Off Assembly	\$ _____	\$ _____
20	525	LF	Bore & Jack 48" Steel Casing	\$ _____	\$ _____
21	9	EA	Fire Hydrant	\$ _____	\$ _____
22	343	LF	Remove & Replace Asphalt Pavement (LV)	\$ _____	\$ _____
23	188	LF	Remove & Replace Gravel Roadway	\$ _____	\$ _____
24	35	LF	Remove & Replace Concrete Pavement (LV)	\$ _____	\$ _____
25	340	CY	Flowable Fill	\$ _____	\$ _____
26	200	TN	Trench Stabilization	\$ _____	\$ _____

**LUMP SUM ITEMS**

Item No.	Unit	Description	Total price
27	LS	Mobilization (not to exceed 5% of total bid)	\$ _____
28	LS	Erosion & Sedimentation Control	\$ _____
29	LS	Clearing / Grubbing, excluding tabulated tree removal	\$ _____
30	LS	Tree Removal or Protection (Dwgs 200-C-01 thru 06)	\$ _____
31	CA	On-Site Arborist (Dwgs 200-C-01 thru 06)	\$ 20,000.00
32	CA	Construction Verification Surveying Cash Allowance	\$ 10,000.00
33	CA	Soils & Materials Testing Cash Allowance	\$ 10,000.00
34	CA	Existing Utility Relocation Cash Allowance	\$ 75,000.00
35	CA	Contingency Cash Allowance	\$ 75,000.00

**Total of Bid, Items 1 through 35**

\$ \_\_\_\_\_

**TOTAL BID FOR ALL LUMP SUM AND UNIT PRICE ITEMS**

\$ \_\_\_\_\_

Dollars \$ \_\_\_\_\_

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**Material Manufacturer Utilized for Bid Preparation (Binding for Contract Award)**

**36" DI Pipe:** \_\_\_\_\_

**36" Butterfly Valves:** \_\_\_\_\_

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 30 of the General Conditions.

The bid security attached in the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

By submission of this bid, each bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other bidder or with any competitor.

[SEAL – (If bid is by a corporation)]

Respectfully submitted:

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

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

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

\_\_\_\_\_  
SC Contractors License

\_\_\_\_\_  
Classification(s)



SECTION 00350

BID BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto Beaufort Jasper Water and Sewer Authority as Owner, in the penal sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that: Whereas, the Principal has submitted to Beaufort Jasper Water & Sewer Authority a certain Bid, attached hereto and by reference made a part hereof, to enter into a contract in writing for the Highway 170 Water Main Extension.

**NOW, THEREFORE,**

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void' otherwise the same shall remain in force and effect - it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

**IN WITNESS WHEREOF,** the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Corporate Seal)

BY: \_\_\_\_\_ (L.S.)

Surety (Corporate Seal)

BY: \_\_\_\_\_ (L.S.)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bond must be countersigned by a South Carolina resident agent.

END OF SECTION

SECTION 00500

CONTRACT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Beaufort Jasper Water & Sewer Authority, hereinafter called "Owner", and \_\_\_\_\_, doing business as a partnership / a corporation /an individual (Strike out inapplicable terms), with its principal office in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called "Contractor".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**Highway 170 Water Main Extension**

hereinafter called the "Project", for the sum of \_\_\_\_\_.  
Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract' and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, bonds, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal and the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by BJWSA or Brown and Caldwell, herein entitled the "Engineer", and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within two hundred seventy (270) consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$500.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

**IN WITNESS WHEREOF**, the parties hereto have executed this contract in six counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

\_\_\_\_\_  
**OWNER**

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

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

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
**CONTRACTOR**

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

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

ATTEST:

\_\_\_\_\_  
Its Secretary

\_\_\_\_\_  
Witness

**CONTRACTOR'S ADDRESS:**

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

SECTION 00501

CONTRACTOR AFFIDAVIT  
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, \_\_\_\_\_ ('Contractor') hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Beaufort Jasper Water and Sewer Authority.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20 (B), it will:

- (1) Register and participate in the federal work authori" ation program (E-verify) to verify the employment authori" ation of all new employees' and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authori" ation of all new employees.

OR (2) Employ only workers who:

- (a) Possess a valid South Carolina driver's license or identification card issued by the S. C. Department of Motor Vehicles' or
- (b) Are eligible to obtain a South Carolina driver's license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90' or
- (c) Possess a valid driver's license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to Beaufort Jasper Water and Sewer Authority upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide Beaufort Jasper Water and Sewer Authority any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Contractor Authori" ed Signature)

\_\_\_\_\_  
(Contractor Print Name/Title)

\_\_\_\_\_  
(Name of Company)



SECTION 00600

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS THAT**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a (Corporation, Partnership or Individual), hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Beaufort Jasper Water & Sewer Authority

\_\_\_\_\_  
(Name of Owner)

6 Snake Road, Okatie, SC 29909

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_  
(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas the Principal entered into a certain Contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

Highway 170 Water Main Extension

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract and fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void' otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

**PROVIDED FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
By: \_\_\_\_\_  
Principal – Contractor

\_\_\_\_\_  
As to Principal  
Title

\_\_\_\_\_  
By: \_\_\_\_\_  
Surety  
Attorney-In-Fact  
(Power of Attorney to be Attached)

\_\_\_\_\_  
By: \_\_\_\_\_  
Resident Agent

\_\_\_\_\_  
As to Surety  
Resident Agent Company Name

\_\_\_\_\_  
Resident Agent Company Address

**NOTES:**

- 1. Date of Bond must not be prior to date of Contract.
- 2. If Contractor is a Partnership, all partners should execute bond.
- 3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



SECTION 00601

PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS THAT**

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a (Corporation, Partnership or Individual) , hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Beaufort Jasper Water & Sewer Authority

\_\_\_\_\_  
(Name of Owner)

6 Snake Road, Okatie, SC 29909

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Cents (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas the Principal entered into a certain Contract with the Owner dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of the:

Highway 170 Water Main Extension

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void' otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond without notice and approval of such change, and if such notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications is not given approved by said Surety, then only the original obligation of the Surety on this bond shall apply.

**PROVIDED FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_.

Signed, sealed and delivered in the presence of:

_____	By:	_____
		Principal – Contractor
_____		_____
		Title
As to Principal		_____
		Surety
_____	By:	_____
		Attorney-In-Fact
		(Power of Attorney to be Attached)
_____	By:	_____
		Resident Agent
As to Surety		_____
		Resident Agent Company Name
		_____
		Resident Agent Company Address
		_____
		Resident Agent Address

**NOTES:**

1. Date of Bond must not be prior to date of Contract.
2. If Contractor is a Partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 00602

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Highway 170 Water Main Extension

The Owner has considered the bid dated \_\_\_\_\_, 20\_\_\_\_\_ submitted by you for the above described work in response to its Advertisement for Bids and its Information for Bidders.

You are hereby notified that your bid has been accepted in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor% performance bond, payment bond and certificates of insurance within ten (10) calendar days from the date of this notice to you. If you fail to execute said agreement and to furnish said bonds and/or proof of insurance, to include naming Owner as an additional insured, within ten (10) days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner% acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

**You are required to return an acknowledged copy of this Notice of Award to the Owner.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Beaufort Jasper Water & Sewer Authority  
Owner

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Print Name)

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

**Acceptance of Notice**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

NOTICE OF AWARD  
00602-2

00603

CONTRACT CHANGE ORDER FORM

Date: \_\_\_\_\_ Project: Highway 170 Water Main Extension

Change Order #: \_\_\_\_\_ CIP # 1696

BJWSA PO # \_\_\_\_\_

Description of Work:

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

Reason for the Scope Change:

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

Itemization of Proposed Change and Basis for Payment

Original Contract Price	\$
Previous Change Orders	\$
This Change, (An Addition) (A Deduction) of	\$
Proposed Revised Contract Price	\$ _____

Extension of Contract Time Required: \_\_\_\_\_ Days.

Revised Contract Completion Date: \_\_\_\_\_

This Change is Acceptable: \_\_\_\_\_,

By \_\_\_\_\_  
(Contractor)

Design Engineer Approval of Change Order: \_\_\_\_\_,

By \_\_\_\_\_  
(Brown and Caldwell Project Manager)

BJWSA Approval of Change Order: \_\_\_\_\_,

By \_\_\_\_\_  
(BJWSA Project Manager)

CHANGE ORDER  
00603-2

SECTION 00606

NOTICE TO PROCEED

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION: Highway 170 Water Main Extension

OWNER: Beaufort Jasper Water & Sewer Authority

You are hereby notified to commence WORK on or before \_\_\_\_\_,  
20\_\_\_\_, in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, and you are to complete the WORK within 270 consecutive calendar days thereafter.

The date of completion of all work is therefore: \_\_\_\_\_, 20\_\_\_\_

Beaufort Jasper Water & Sewer Authority

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

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

**Acceptance of Notice**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

NOTICE TO PROCEED  
00606-2



SECTION 00700

GENERAL CONDITIONS

1. **CONTRACT AND CONTRACT DOCUMENTS.** The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of Supplemental General Conditions, shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents titles, heading, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Contents

1. Contract and Contract Documents	25. Payments to Contractor (Measurements)
2. Definitions	26. Acceptance of Work and Final Payment
3. Additional Instructions & Detail Drawings	27. Acceptance of Final Payment as Release
4. Shop Drawings and Samples	28. Payments by Contractor
5. Materials, Services & Facilities	29. Insurance
6. Contractor's Title to Materials	30. Contract Security
7. Inspection and Testing of Materials	31. Assignments
8. "Or Equal" Clause	32. Mutual Responsibility of Contractors
9. Patents	33. Separate Contracts
10. Surveys, Laws and Regulations	34. Subcontracting
11. Contractor's Obligations	35. Engineer's Authority
12. Weather Conditions	36. Stated Allowances
13. Protection of Work and Property	37. Use of Premises and Removal of Debris
14. Interpretations	38. Quantities of Estimate
15. Reports, Records and Data	39. Rights-of-Way and Suspension of Work
16. Superintendence by Contractor	40. One Year Warranty After Completion
17. Changes in Work	41. Notice and Service Thereof
18. Extras	42. Required Provisions Deemed Inserted
19. Time for Completion & Liquidated Damages	43. Protection of Lives and Health
20. Correction of Work	44. Wages and Overtime Compensation
21. Subsurface Conditions Found Different	45. Prohibited Interests
22. Claims for Extra Cost	46. Conflicting Conditions
23. Right of Owner to Terminate Contract	47. Indemnification (2 Attachments)
24. Construction Schedule & Periodic Estimates	48. Project Close Out Requirements (1 Attachment)

2. **DEFINITIONS.** The following terms as used in this contract are respectively defined as follows:
- (a) **Contractor.** A person, firm or corporation with whom the contract is made by the Owner.
  - (b) **Subcontractor.** A person, firm or corporation supplying labor and materials, or only labor, for work at the site of the project for and under separate contract or agreement with the Contractor.

- (c) Work on or at the Project. Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

3. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS.** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry on the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly:

- (a) A schedule fixing the dates at which special detail drawings will be required' such drawings, if any, to be furnished by the Engineer in accordance with said schedule' and
- (b) A schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies, and equipment, and the completion of the various parts of the work' each such schedule to be subject to change from time to time in accordance with the progress of the work.

4. **SHOP DRAWINGS AND SAMPLES.** Submit to the Engineer for approval, in accordance with the requirement of Section 01340.

4.1 Samples. Contractor shall also submit to the Engineer for approval, all samples required by Section 01340. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

4.2 Deviations. At the time of each submission, Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawings or samples may have from the requirements of the Contract Document. Any such deviation(s) shall be prominently and readily identified and displayed in a conspicuous manner.

4.3 Engineer's Review. Engineer will review and approve with reasonable promptness Shop Drawings and samples, but his review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make any corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and Contract Documents.

4.4 Contractor's Records. Where a Shop Drawing or sample submission is required by the Specifications, no related work shall be commenced until the submission has been approved by Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to Engineer.

- 4.5 Contractor's Responsibility. Engineer's approval of Shop Drawings or sample shall not relieve Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to such deviation at the time of submission and Engineer has given written approval to the specific deviation, nor shall any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings.
5. **MATERIALS, SERVICES AND FACILITIES** shall be furnished by the Contractor.
- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, gas lights, power, transportation, superintendence, taxes, bonds, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner.
6. **CONTRACTOR'S TITLE TO MATERIALS.** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
7. **INSPECTION AND TESTING OF MATERIALS.** Unless otherwise specifically provided for in the specifications, the inspection and testing of material and finished articles to be incorporated in the work at the site shall be made by bureaus, laboratories, or agencies approved by the Owner. The cost of such inspection and testing shall be paid by the Contractor.
- 7.1 Certification by Contractor. Where the detailed specifications call for certified copies of mill or shop tests to establish conformance of certain materials with the specifications, it shall be the responsibility of the Contractor to assure delivery of such certifications to the Owner. No materials or finished articles shall be incorporated in the work until such materials and finished articles have passed the required tests. The Contractor shall promptly segregate and remove rejected material and finished articles from the site of the work.
- 7.2 Guaranty. The testing and approval of materials by the laboratory, or laboratories, shall not relieve the Contractor of any of his obligations to fulfill his contract and guarantee of workmanship and materials as called for in paragraph entitled "General Warranty for One Year After Completion of Contract" herein. The Contractor may, at his option and at his own expense, cause such other tests to be conducted as he may deem necessary to assure suitability, strength and durability of any material or finished article.
8. **"OR EQUAL" CLAUSE.** The phrase "or equal" shall be construed to mean that material or equipment will be acceptable only when, in the judgment of the Engineer, they are composed of parts of equal quality, or equal workmanship and finish, designed and constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make or model. Written approval will be obtained from the Engineer prior to installation of any "or equal" material or equipment.

9. **PATENTS.** The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents. If the Contractor uses any design, device or material covered by letter, patent, or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringements by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.
10. **SURVEYS, LAWS AND REGULATIONS.** The Contractor shall comply with the following:
- 10.1 Construction staking shall be in accordance with the requirements of Section 01050 entitled "Field Engineering".
- 10.2 Laws and Regulations. The Contractor shall keep himself fully informed of all laws, ordinances and regulations of State, City and County in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report the same in writing to the Owner. He shall, at all times, himself observe and comply with all such existing and future laws, ordinances and regulations (to the extent that such requirements do not conflict with Federal laws or regulations) and shall protect and indemnify the Owner and its agents against any claims or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees.
11. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with provisions of this contract and said specifications, and in accordance with the plans and drawings covered by this contract and any and all supplemental plans and drawings and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitation of the contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Engineer and the Owner.
12. **WEATHER CONDITIONS.** In the event of temporary suspension of work or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged

or injured by reason of failure on the part of the Contractor or any of his Subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.

13. **PROTECTION OF WORK AND PROPERTY, EMERGENCY.** The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner or by his duly authorized representatives, employees or subcontractors. In case of emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such emergency work shall be promptly submitted to the Engineer for approval. Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work of any adjoining property, he shall act as instructed or authorized by the Engineer. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in paragraph entitled "Changes in Work" of these specifications.
14. **INTERPRETATIONS.** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of these proposed contract documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanation or interpretation of such documents which anyone presumes to make on behalf of the Owner before expiration of the ultimate time set for the receipt of bids.
15. **REPORTS RECORDS AND DATA.** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
16. **SUPERINTENDENCE BY CONTRACTOR.** The Contractor shall employ only competent and skilled employees for the work on this project. The Contractor shall have competent Superintendent or Foreman present at all times when the work is in progress, who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who will remain in that capacity for the particular project involved unless he ceases to be on the Contractor's payroll. The Contractor shall, upon demand from the Engineer, immediately remove any superintendent, foreman or workman whom the Engineer may consider incompetent or undesirable.
17. **CHANGES IN WORK.** No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of, the following methods in advance:
  - (a) Unit bid prices previously approved.
  - (b) An agreed lump sum.

(c) The actual cost of:

1. Labor, including foremen.
2. Materials entering permanently into the work.
3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
4. Power and consumable supplies for the operation of power equipment.
5. Insurance.
6. Social security and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed 15 percent of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

18. **EXTRAS.** Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is performed pursuant to a written change order approved by the Owner, or the Engineer acting officially for the Owner, and the price is stated in such order. Extra work shall be performed only upon the execution of authorized change orders as set forth in the preceding paragraph.
19. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES.** It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract' and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- 19.1 **Regular Prosecution of Work.** The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 19.2 **Liquidated Damages.** If the Contractor shall neglect, fail, or refuse to complete the work within the time herein specified, or any proper extensions thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.
- 19.3 **Extensions of Time for Completion.** It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever' and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be

of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor including, but not restricted to, acts of the public enemy, acts of another contractor in the performance of a contract with the Owner' fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, hurricanes, tornadoes' and
- (c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further that the Contractor shall, within seven (7) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner in writing of the causes of delay, who shall ascertain the facts and extent of delay and notify the Contractor within a reasonable time of its decision in the matter, and grant such extension of time as the Owner shall deem suitable and just.

Normal weather conditions for the project area are taken into consideration in the time for completion of the contract' therefore, no extension of time will be extended for normal weather conditions.

- 20. **CORRECTION OF WORK.** All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction, shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction of the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Engineer, it is undesirable to require the Contractor to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as determined by the Engineer.
- 21. **SUBSURFACE CONDITIONS FOUND DIFFERENT.** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary' any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of these specifications.
  - (a) Where no specific subsurface conditions are indicated or specified, no increase in cost will be considered in regards to subsurface conditions encountered.
- 22. **CLAIMS FOR EXTRA COSTS.** No claim for extra work or cost shall be allowed unless the same was done pursuant to a written change order of the Engineer and that the claim for extra work and/or costs is presented with a copy of the original estimate after the changes or extra work is done. When work is performed under the terms of subparagraph 17(c) of these specifications,

the Contractor shall furnish satisfactory bills payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto and in no instance will the claims for the extra work or costs based on subparagraph 17(c) exceed 15% of the cost of the estimated work.

23. **RIGHT OF OWNER TO TERMINATE CONTRACT.** In the event that any of the provisions of this contract are violated by the Contractor or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the contract shall, upon the expiration of said 10 days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the contract' provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute same to completion by the contract at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess or additional costs occasioned thereby, and in such event the Owner may take possession of and utilize in completion the work such materials, appliances and plant as may be on the site of the work and necessary to complete such work. If the Contractor should die, be declared an incompetent, be declared bankrupt or insolvent, make an assignment for the benefit of creditors during the term of his contract, the Owner may terminate the contract in the manner and under the procedure set forth above with the exception that no notices to the Contractor shall be required, but in lieu thereof the Owner must make a reasonable effort to notify the estate of the Contractor, his guardian, assignee, or legal representative of the intention to terminate and fact of termination, if there is any such guardian, assignee, or legal representative at the time the Owner desires to terminate.
24. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES.** Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 24.1 **Contractor's Estimate.** The Contractor shall also furnish:
- (a) A detailed estimate, giving a complete breakdown of the contract price, including unit prices for materials' and
  - (b) Periodic itemized estimates of work completed for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for addition to or deductions from the contract price.
- 24.2 **Equipment Delivery Schedule.** The Contractor shall also prepare a schedule of anticipated shipping dates for materials and equipment. It is intended that equipment and materials be so scheduled as to arrive at the job site just prior to time for installation to prevent excessive materials on hand for inventory and the necessity for extensive storage facilities at the job site.
25. **PAYMENTS TO CONTRACTOR** shall be made according to the following:



- (a) Payments to the Contractor will be made within thirty (30) days upon receipt of a duly certified approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner will retain a portion of each estimate until final completion and acceptance of all work covered by this contract in accordance with the following:
- 1) Retention of up to 10% of payment claimed until construction is complete, or as follows'
  - 2) After construction is 50% complete, 10% of the 50% completion portion will be retained and no additional retainage will be withheld, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding.
  - 3) When the project is substantially complete as determined by the Engineer or applicable codes enforcement personnel when necessary (operational or beneficial occupancy), the retained amount may be further reduced to only that amount necessary to assure completion.
  - 4) The Owner may reinstate up to ten (10) percent retainage if the Owner determines, at its discretion, that the contractor is not making satisfactory progress or there is other specific cause for such retainage.
- (b) In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the contract.

25.1 Owner's Right to Withhold Certain Amounts and Make Application Thereof. The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

25.2 Measurement and Payment. Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.

Each item for which payment will be made is listed in the Bid. Work specified or shown on the Drawings for which the Bid does not provide a separate lump sum or unit price, or which is incidental, is not separately paid. Costs for such work are compensated in the prices bid for other work items.

The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid amounts will also form the basis of monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

25.3 Methods of Measurement. Measure quantities in accordance with standard industry practice, and as specified herein.

Units of measurement are indicated on the Bid for each unit price item of work. Payment shall be made by multiplying the quantities measured by the unit price bid for the item of work. The costs for performing each item of work shall be included in the price bid for the item in which the work is required.

Payments for lump sum items will be made in accordance with a well-balanced, detailed apportionment of the lump sum, prepared by the Contractor and approved by the Engineer.

Measurements of allowance-based items shall be on the basis of allowable documented costs, as specified herein, for labor, equipment, materials and services, and subcontracts as submitted by the Contractor in the form of time-cards, and invoices.

25.4 Rejected, Excess, and Wasted Material. The following quantities will not be included for payment:

- (a) Quantities of material wasted or disposed of in a manner not called for under the Contract or as a consequence of the construction method used to perform the work.
- (b) Rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to comply with the provisions of the Contract.
- (c) Material not unloaded from the transporting vehicle.
- (d) Material placed outside the lines indicated on the Drawings or established by the Engineer.
- (e) Material not incorporated into the final Work.
- (f) Material remaining on hand after completion of the Work.
- (g) No payment will be made for loading, hauling, and disposing of rejected material.

## 25.5 Mobilization and Demobilization

### (a) Measurement:

Measurement for this item shall be based on satisfactory progress of mobilization and demobilization of the general contractor and any subcontractors.

### (b) Payment:

Payment for mobilization and demobilization will be made at the lump sum price named. This price shall constitute full payment for mobilization and demobilization, complete as specified. The lump sum price for mobilization and demobilization shall include all costs for obtaining all bonds, permits, and licenses' location and procurement of a staging area/storage yard' moving onto and off of the site of all equipment' furnishing and erecting construction facilities' cleanup' and all preparatory work as required for the proper performance and completion of the project, including all work items not identified in a separate bid item. The Total Price for mobilization and demobilization shall not exceed 5 percent of the total bid price (3.5% for mobilization & 1.5% for demobilization).

## 25.6 Cash Allowances

(a) The Contractor shall include in the bid total, the amount shown for each allowance shown on the Bid.

(b) Soils and Materials Testing Allowance: For independent testing services, the Contractor shall coordinate with the testing firm, to ensure that the site is available and ready for testing. The Contractor shall make any excavations necessary and provide samples of materials for compaction and density tests. The Contractor shall provide a copy of the invoice from the firm providing the services with the periodic payment applications. Any testing results provided by the firm shall also be submitted to the Engineer. The allowance for testing services shall cover the net costs of the services provided by a firm selected by the Owner, without additional overhead or profit.

(c) Existing Utility Relocation: This allowance is intended to be used to permanently relocate utilities that cannot otherwise be avoided during construction of the proposed pipeline. This does not include holding in place power poles, protecting telecommunication cables, temporarily disconnecting and reconnecting services, or other similar impediments to the installation of the pipe. This allowance shall be authorized by the Owner when the complete relocation of a utility (e.g. a long run of fiber optic cable, or vertical adjustment of a sewage force main) is, in the opinion of the Owner, necessary for the installation of the proposed pipe.

(d) Contingency Cash Allowance: The contingency allowance is intended to provide adequate budget to cover items not precisely determined by the Owner and unforeseeable conditions prior to bid. The Owner will specifically authorize any items to be covered under the Contingency Allowance. The Contractor shall invoice items authorized for payment under the

Contingency Allowance with his monthly pay applications. The amount invoiced will be deducted from the budgeted amount.

- 25.7 Clearing and Grubbing. No separate payment shall be made for clearing and grubbing. The costs for such work shall be included in other bid items.
- 25.8 Clean-Up and Testing. No separate payment shall be made for clean-up and testing, the costs of which shall be included in the item to which it pertains.
- 25.9 Traffic Control. No separate payment shall be made for traffic control. The costs for such work shall be included in other bid items.
- 25.10 Erosion and Sedimentation Control

(a) Measurement:

Measurement for this item will be based on the percentage of work necessary to implement temporary and permanent erosion and sedimentation control measures.

(b) Payment:

Payment will be made at the lump sum price named in the Bid. Payment shall be full compensation for all labor, materials, and equipment required to implement and maintain erosion and sedimentation control measures as specified in Section 02270 and on the drawings. This bid price shall constitute full payment for such measures including, but not limited to, grassing, silt fencing, rip rap, stone check dams, and other measures stipulated in Section 02270.

- 25.11 Trench Excavation and Backfill. No separate payment shall be made for trench excavation and backfill, the costs of which shall be included in the bid item to which it pertains. No separate payment shall be made for any unique method or technique required for the Contractor to complete the work in accordance with the Contract Documents or federal, state and local regulations, permits, laws and requirements.

No separate payment shall be made for trench sheeting, shoring and bracing, the costs of which shall be included in the bid item to which it pertains. No additional compensation shall be made for completion of all planning, design, engineering fees as well as furnishing, constructing, removal, and disposal of such temporary and/or permanent sheeting, shoring, and bracing as required under the provisions of any permits, laws, regulations and in accordance with the requirements of OSHA.

No separate payment will be made for bedding, initial backfill and subsequent backfill. No separate payment will be made for the trench foundation prepared as indicated in Section 02200 and on the Drawings, except for trench stabilization. The costs for bedding, foundation, initial backfill and subsequent backfill shall be included in the item bid for the associated pipeline.

- 25.12 Rock Excavation. No separate payment shall be made for rock excavation, the cost of which shall be included in the item to which it pertains.

### 25.13 Trench Stabilization

#### (a) Measurement:

Trench stabilization includes the removal and disposal of unsuitable trench foundation material and replacement with crushed stone if, after dewatering, the trench bottom is spongy, or if the trench bottom does not provide firm, stable footing and the material at the bottom of the trench will still not adequately support the pipe. If the trench is determined to be unsuitable, the Contractor shall be required to remove such unstable material and fill the trench to the proper subgrade with crushed stone. Where trench stabilization is provided, the material shall be compacted to at least 90 percent of the maximum dry density, unless specified otherwise. The Contractor shall notify the Engineer when such unsuitable conditions exist to obtain authorization for payment. Trench stabilization shall be measured in tons of crushed stone delivered and installed, measured to the nearest whole number.

#### (b) Payment:

Payment for trench stabilization will be based on the quantity authorized, measured in tons, at the price indicated in the Bid for the removal and disposal of unsuitable material and replacement with crushed stone. No additional payment will be made for the specified bedding material. However, the bid item for Trench Stabilization may be used where the Owner or Engineer direct the Contractor to use compacted stone as an alternate material in areas where another bedding or backfill (i.e. Type A or Type C) material is specified.

### 25.14 Bore and Jack Steel Casing

#### (a) Measurement:

The bid item for boring and jacking steel casing includes all work necessary for the installation of a steel casing at the site indicated. The work shall include site preparation, pit excavation, shoring, sheeting and bracing, installing the casing as specified on the Drawings, restoration, clean-up and testing. The basis for measurement shall be linear feet, to the nearest whole number, measured along a horizontal plane from the face of the casing to the face of the casing. Installation of the carrier pipe shall be paid separately.

#### (b) Payment:

Payment for bore and jack steel casing shall be made at the quantity authorized, in linear feet, for the specified casing diameter at the unit price indicated on the Bid.

### 25.15 Water Main In Steel Casing

#### (a) Measurement:

The installation of a water main within a steel casing will be measured in linear feet, to the nearest whole number, along a horizontal plane from the face of the casing to the face of the casing. The work shall include installing the pipe, casing spacers and end seals as specified in the Specifications and on the Drawings.

(b) Payment:

Payment for water main in steel casing will be made at the authorized quantity, in linear feet, for the specified diameter at the unit price indicated on the Bid.

25.16 Remove and Replace Asphalt Pavement

(a) Measurement:

Asphalt pavement removal and replacement includes all work necessary to remove existing asphalt paving, providing and compacting select backfill, replacing the pavement, providing traffic control and providing temporary measures for maintaining traffic. Measurement shall be based on linear feet, to the nearest whole number, measured along the horizontal alignment of the pipeline underneath the pavement.

(b) Payment:

Payment for remove and replace asphalt pavement will be made for the quantity authorized, in linear feet, at the unit price indicated in the Bid. No additional payment will be made for repairing adjacent pavement damaged.

25.17 Resurface Asphalt Pavement

(a) Measurement:

Asphalt pavement resurfacing will be measured on the basis of square yardage, to the nearest whole number, in accordance with the limits for resurfacing shown on the Drawings.

(b) Payment:

Payment for resurface asphalt pavement will be made at the authorized quantity, measured in square yards, at the unit price indicated in the Bid. The bid price shall constitute full payment for all work associated with pavement resurfacing, to include milling, disposal of material, new binder and surface asphalt coat, stripping, painting, traffic control, and all labor, equipment and material the resurface the asphalt roadway.

25.18 Remove and Replace Gravel Roadway

(a) Measurement:

Gravel roadway removal and replacement includes all work necessary to remove existing roadway material, providing and compacting select backfill, replacing the surface material, providing traffic control and providing temporary measures for maintaining traffic. Measurement shall be based on linear feet, to the nearest whole number, measured along the horizontal alignment of the pipeline underneath the pavement.

(b) Payment:

Payment for remove and replace gravel roadway will be made for the quantity authorized, in linear feet, at the unit price indicated in the Bid. No additional payment will be made for repairing adjacent roadway damaged by construction activities.

#### 25.19 Water Mains

(a) Measurement:

Water mains, to include fire hydrant lead piping, shall be measured in linear feet to the nearest whole number, along a horizontal plane along the centerline alignment, without deduction for intermediate structures.

(b) Payment:

Installation of new pipe of the size indicated by open-cut trench method, complete as specified, including but not limited to utility potholing, all site clearing, existing improvement protection, excavation, joint and pipe restraints, bedding foundation support materials, thrust blocks, backfill, compaction, dewatering, warning/tracer tapes and wires, filter fabrics, approved support of existing utilities, removal and disposal of existing pipes and structures as shown on the Drawings, removal and disposal of trench spoils, old pipes and old structures required to be removed, surface restoration in the trench repair area prior to final paving, cleanup, testing of new pipe, and all labor, equipment, materials and incidentals required for the work. No separate payment will be made for modifying the original horizontal or vertical alignment to avoid existing utilities, mains or services not shown, except where authorized for additional pipe and/or fittings. All materials to be provided by the Contractor.

#### 25.20 Fittings

(a) Measurement:

Fittings will be measured based on the number of fittings installed with restraint at the size and type indicated on the Bid.

(b) Payment:

Payment for fittings will be made at the authorized quantity at the unit price indicated in the Bid. Payment shall include all costs to install an Owner supplied fitting at the location specified, and shall include all labor, equipment, and materials, to include restraint glands or thrust blocking, at the fitting.

#### 25.21 Valves

(a) Measurement:

Measurement for payment for valves shall be based on the number of valves installed in place at the size and type of valve identified on the Bid.

(b) Payment:

Payment for valves will be made at the authorized quantity at the unit price indicated in the Bid to install an Owner supplied valve.

#### 25.22 Air Release Valve

(a) Measurement:

Air release valves shall be measured based on the number installed complete in place.

(b) Payment:

Payment for air release valves shall be made based on the authorized quantity at the unit price indicated in the Bid. The bid price shall constitute full payment for the air valve, piping, tapping saddle, fittings, box, stone and all related items as called for on the drawings and in the specifications.

#### 25.23 Fire Hydrant

(a) Measurement:

Fire hydrants will be measured based on the quantity installed at the location and grade indicated, and shall include all work associated with the installation of the fire hydrant with the exception of the hydrant tee, lead piping and valve, which will be paid for by the bid items for fittings, water mains and gate valves, respectively.

(b) Payment:

Payment for fire hydrants will be made at the authorized quantity at the unit price indicated on the Bid.

#### 25.24 Blow-off Assembly

(a) Measurement:

Blow-Off Assemblies will be measured based on the number installed complete.

(b) Payment:

Payment for Blow-Off Assemblies will be made at the authorized quantity at the unit price indicated in the Bid. Payment shall include all costs to install the blow-off assembly as detailed on plans, and shall include all labor, equipment, and materials, to include piping, fittings, valves, junction box, rip-rap, drainage pipe, markers, etc. The tee on the main line will be paid for separately as a fitting.

#### 25.25 Flowable Fill

(a) Measurement:



This work consists of the use of flowable fill concrete and its application as required by the Engineer and in accordance with Section 210 of the South Carolina Specifications for Highway Construction, 2000 or latest Edition. Flowable fill will be measured in cubic yards, to the nearest whole number, based on length of cut, at the allowable trench width, at the allowable for installation of the water main.

(b) Payment:

Payment for flowable fill will be made at the authorized quantity, measured in cubic yards, at the unit price indicated in the Bid. Payment will not be made for fill needed due to excessive trench width or depth. Payment for this work shall be considered full compensation for all labor, materials, tools, and incidentals required to complete this work.

25.26 Connection To Existing Mains. No separate payment shall be made for making connections to existing mains. The costs for such work shall be included in other bid items (i.e. tapping sleeves, fittings, etc.).

25.27 Clean Up and Testing. No separate payment shall be made for clean-up, testing and disinfection.

26. **ACCEPTANCE OF WORK AND FINAL PAYMENT.** Before final acceptance of the work and payment to the Contractor of the percentage retained by the Owner, the following requirements shall be complied with:

(a) Final Inspection. Upon notice from the Contractor that his work is completed, the Engineer or the applicable codes enforcement personnel where necessary will make a final inspection of the work and shall notify the Contractor of all instances where his work fails to comply with the contract drawings and specifications, as well as any defects he may discover. The Contractor, at his sole expense, shall immediately make such alterations as are necessary to make the work comply with the contract drawings and specifications, and to the satisfaction of the Engineer.

(b) Operating Test. After the alterations for compliance with the contract drawings and specifications have been made, and before acceptance of the whole or any part of the work, it shall be subjected to test to determine that it is in accordance with the contract drawings and specifications. The Contractor shall maintain all work in first class condition for a thirty (30) day operating period after the work has been completed as a whole, the final inspection has been made, and the Engineer has notified the Contractor in writing that the work has been finished to his satisfaction. The retained percentage as provided herein will not become due or payable to the Contractor until after the thirty (30) day operating period has expired.

(c) Cleaning Up. Before the work is considered as complete, all rubbish and unused material due to or connected with the construction must be removed and the premises left in a condition satisfactory to the Owner. Streets, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed or damaged should be restored to their former condition. Final acceptance will be withheld until such work is finished.

(d) Liens. Final acceptance of the work will not be granted and the retained percentage will not be due or payable until the Contractor has furnished the Owner proper and satisfactory

evidence under oath that all claims for labor and material employed or used in the construction of the work under this contract have been settled, and that no legal claims can be filed against the Owner for such labor or material.

- (e) Final Estimate. Upon completion of all cleaning up, alterations and repairs required by the final inspection or operating test, the satisfactory completion of the operating test, and upon submitting proper and satisfactory evidence to the Owner that all claims have been settled, the Contractor shall then prepare his final estimate. After review and approval of the final estimate by the Engineer and the Owner, the payment shall then become due.

27. **ACCEPTANCE OF FINAL PAYMENT AS RELEASE.** The acceptance by the Contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or his sureties from any obligations under this contract or the performance and payment bond.

28. **PAYMENTS BY CONTRACTOR.** The Contractor shall pay:

- (a) For all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered'
- (b) For all materials, tools, and other expendable equipment to the extent of ninety (90) percent of the cost thereof not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used' and
- (c) To each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

29. **INSURANCE.** The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute and/or ordinance to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract. The Contractor or any approved subcontractor or sub-subcontractor shall name Owner as an Additional Insured on every required policy of insurance and shall provide the Owner with a copy of the necessary Certificate of Insurance which reflects the designation of the Owner as an Additional Insured under the policy. Contractor shall also provide, upon request, a copy of the Declarations Page of the applicable policy also noting the Owner as an Additional Insured under the policy.

29.1 Limits of Liability. Insurance shall be obtained for not less than the limits of liability as specified in Section 00800 entitled Supplemental General Conditions.

29.2 Certificates of Insurance. The Contractor shall furnish the Owner certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of the policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered except after 30 days written notice has been

received by the Owner". The Certificate of Insurance must also reflect the designation of the Owner as an Additional Insured under the policy as is required under the terms of this contract.

30. **CONTRACT SECURITY-Payment and Performance Bonds Required.** The Contractor shall furnish a 100 percent performance bond and a 100 percent payment bond as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and payment bond shall be in separate instruments. Before the final acceptance, each bond must be approved by the Owner.
31. **ASSIGNMENTS.** The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.
32. **MUTUAL RESPONSIBILITY OF CONTRACTORS.** If through acts of neglect on the part of the Contractor, any other contractor, subcontractor or sub-subcontractor shall suffer loss or damage on the work, the Contractor agrees to resolve the dispute with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
33. **SEPARATE CONTRACTS.** The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractor, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.
34. **SUBCONTRACTING** shall comply with the following:
- (a) The Contractor may utilize the services of specialty contractors on those parts of the work that under normal contracting practices are performed by specialty subcontractors with the written approval of the Owner.
  - (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require to include but not limited to any required licenses and insurance information.
  - (c) The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors and any sub-subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons employed by him and

shall indemnify and hold harmless the Owner for any acts or omissions undertaken by its subcontractors or sub-subcontractors

- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors and any sub-subcontractors to the Contractor by the terms of the General Conditions, Supplemental General Conditions and such other contract documents insofar as applicable to the work of subcontractors or sub-subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contract under any provisions of the contract documents.
- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner or any sub-subcontractor and the Owner.
- (f) **The contractor and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

35. **ENGINEER'S AUTHORITY.** The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

35.1 **Interpretation of Drawings and Specifications.** The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work that may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

36. **STATED ALLOWANCES.** The Contractor shall include in his proposal the bid allowances stated in Section 01021. The Contractor shall purchase the "Allowed Equipment" as listed in Section 01021, or equal equipment as defined and subject to the conditions stated in the equipment specification section(s). If the actual price for purchasing the "Allowed Equipment" is less than the "Bid Allowance", the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowable Equipment" shall be included in the applicable sections of the contract specifications covering this work.

37. **USE OF PREMISES AND REMOVAL OF DEBRIS.** The Contractor expressly undertakes at his own expense:
- (a) To take every precaution against injuries to persons or damage to property.
  - (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors.
  - (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
  - (d) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
  - (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
  - (f) To effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications, and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
38. **QUANTITIES OF ESTIMATE.** The estimated quantities of work to be done and materials to be furnished under this contract, shown in any of the documents, including the proposal, are given for use in comparing bids, and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.
39. **RIGHT-OF-WAY AND SUSPENSION OF WORK.** The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated, and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way.
- Should the Owner be prevented or enjoined from proceeding with the work, or from authori" ing its prosecution, either before or after the commencement, by reason of any litigation or by reason of its ability to procure any lands or rights-of-way for said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner' but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.
40. **GENERAL WARRANTY FOR ONE YEAR AFTER COMPLETION OF CONTRACT.** For a period of at least one year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract, and neither the final certificate of payment nor any provision in the Contract Documents nor partial or

entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance of the work, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by registered mail to said Contractor or his authorized representative on the work, or is deposited in the regular United States Mail in a sealed, postage prepaid envelope and the receipt thereof is acknowledged by the Contractor.
- 41.1 **Owner's Notice.** All papers required to be delivered to the Owner shall be delivered as indicated in Section 00800 entitled Supplemental General Conditions.
42. **REQUIRED PROVISIONS DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein, and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
43. **PROTECTION OF LIVES AND HEALTH.** In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage that may result from their failure or their improper construction, maintenance or operation.
44. **WAGES AND OVERTIME COMPENSATION.** The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.
45. **PROHIBITED CONFLICTS OF INTERESTS.** No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project shall become directly or indirectly interested personally in this contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

46. **CONFLICTING CONDITIONS.** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

47. **INDEMNIFICATION**

47.1 The CONTRACTOR will indemnify and hold harmless the OWNER, the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom' and is caused in whole or in part by any negligent or willful act of omission of the CONTRACTOR and SUBCONTRACTOR OR SUB-SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

47.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by an employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the CONTRACTOR shall not be limited in any way by limitation on the amount or type of damages, compensation, insurance limits or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

47.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design or specifications.

48. **PROJECT CLOSE OUT**

**BJWSA**

**CIP PROJECT CLOSE OUT REQUIREMENTS**

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

**CIP Project number: 1696**

**CIP Project name:** Highway 170 Water Main Extension

Final service authori"ation will be provided upon acceptance of the water and/or sewer system by BJWSA. If required, a service authori"ation letter shall be provided to the engineer and/or contractor after acceptance.

To receive service authori"ation necessary to allow the establishments to receive water and/or sewer service, the items checked below must be completed.

\*\*\*NOTE\*\*\* Items checked below must be received before payment of the final invoice:

1. \_\_\_\_\_ All punch list items as determined by a BJWSA Field Inspector.
2. \_\_\_\_\_ The certification letter, to include certification that the air test, pressure test, etc. have been satisfactorily performed, and a copy of the bacteriological test.
3. \_\_\_\_\_ Executed Certification of Non-Litigation/LIEN WAIVER (Attachment I). Unless covered by the contract.
4. \_\_\_\_\_ Executed Contractors Guaranty for not less than one year after receiving service authori"ation (Attachment II).
5. \_\_\_\_\_ Final record drawings/red lines have been received and approved by BJWSA. (Refer to record drawing standards). 911 addresses are to be placed on the as-built drawings.
6. \_\_\_\_\_ Department of Health and Environmental Control approval. Temporary verbal or partial approval may be arranged for but must be followed in a timely manner by written approval from DHEC.
7. \_\_\_\_\_ Executed Cost Certificate if applicable. (Attachment III).
8. \_\_\_\_\_ Release by other agencies such as State, County, SCDOT or others applicable to encroachment permits or other liabilities.
9. \_\_\_\_\_ Execution of all easements and deeds necessary for the conveyance of the water/or sewer facilities to be maintained and owned by BJWSA.
10. \_\_\_\_\_ All *original paperwork* shall be delivered to the attention of the CIP Project Manager.
11. \_\_\_\_\_ Notify Purchasing to return bid bond to contractor.

END OF SECTION



Attachment 1

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

General Manager  
Beaufort-Jasper Water and Sewer Authority  
6 Snake Road  
Okatie, SC 29909

Re: Certificate of Non-Litigation/Lien Waiver for: CIP 1696 Highway 170 Water Main Extension

Dear Sir:

This is to certify that there are no pending or threatened actions at law that will affect the fee simple dedication of the *water and sewer utilities* for the above referenced project. I further certify that all contractors, sub-contractors, material suppliers, engineers, attorneys, or other persons, firms or corporations retained for the purpose of designing, planning, and constructing the *water and sewer utilities on the* referenced project have been paid in full.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Contractor (please print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Engineer (please print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Engineer

Attachment 2

CONTRACTOR GUARANTY

WHEREAS, Beaufort-Jasper Water and Sewer Authority, as ultimate owner and operator of the Highway 170 Water Main Extension (project name) water and/or sewer utility systems, located at \_\_\_\_\_ (street address, lot and block, or tract), requires tangible assurance as to the quality of materials and workmanship used on the aforementioned project' and,

WHEREAS, **(CONTRACTOR)** as duly licensed and responsible contractor having constructed and/or supervised the construction of the aforementioned project, desires to assure the Beaufort-Jasper Water and Sewer Authority that the quality of materials and workmanship meet published standards governing the construction of such utilities work.

THEREFORE, it is hereby agreed that neither final payment by the developer nor any provision in the contract with the developer, no partial or entire use of the constructed utility improvements by the Beaufort-Jasper Water and Sewer Authority or the public shall constitute an acceptance of work not performed in accordance with approved plans or relieve the contractor of liability or responsibility for faulty materials or workmanship or of its obligation and duty to indemnify and hold harmless the Owner. It is further agreed that the contractor shall promptly remedy any defects in the work, with the exception of damages construed as acts of God, at his own expense, and pay for any damage to other work resulting therefrom which shall appear within a period to twelve (12) months from the date the Permit to Operate is issued by SC DHEC.

THEREFORE, the contractor hereby certifies that all work described or shown on the construction documents was performed. If it can be demonstrated that work was not performed, then the contractor shall remedy the oversight at his own expense or reimburse the Authority for the cost plus twenty (20z ) percent for administrative costs. This clause shall be in effect indefinitely.

IN WITNESS WHEREOF, this instrument of GENERAL GUARANTY is hereby executed.

Attest: \_\_\_\_\_(Authori" ed signature of contractor)

For: \_\_\_\_\_(Company Name)

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

Submitted and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_(Authori" ed company official)

For: \_\_\_\_\_ (Company name)

\_\_\_\_\_  
Notary Public for state of \_\_\_\_\_

My commission expires\_\_\_\_\_

## SECTION 00800

### SUPPLEMENTAL GENERAL CONDITIONS

#### 1. **ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

- 1.1 The plans, specifications and addenda which form a part of this contract as set forth in Paragraph 1 of the General Conditions, Contract and Contract Documents are enumerated in Section 00005 - Table of Contents.

#### 2. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE**

- 2.1 As required under Paragraph 29 of the General Conditions, the CONTRACTOR shall not commence WORK under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the OWNER, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence WORK on his Subcontract until all similar insurance required of the SUBCONTRACTOR has been so obtained and approved.
- 2.2 Unless otherwise specified in this Contract, the CONTRACTOR shall, at its sole expense, maintain in effect at all times, during the performance of WORK, insurance coverage with limits not less than those set forth below with insurers and under forms of policies satisfactory to OWNER.
- 2.3 The CONTRACTOR shall deliver Certificates of Insurance to the ENGINEER no later than ten (10) days after award of the Contract but in any event, prior to execution of the Contract by the OWNER and prior to commencing WORK on the site as evidence that policies providing such coverage and limits of insurance are in full force and effect.
- (a) Certificates shall provide that not less than thirty (30) days advance notice will be given in writing to the OWNER prior to cancellation, termination or material alteration of said policies of insurance.
- (b) Certificates shall identify on their faces the PROJECT NAME and the ENGINEER% PROJECT NUMBER.
- 2.4 Additional Insured: The Commercial General Liability, Excess Liability (Umbrella) and Comprehensive Automobile Liability insurance policies shall be endorsed to include the OWNER and ENGINEER as additional insured for ongoing and completed operations. Such insurance shall be primary and not be contributory with any other insurance maintained by the OWNER or ENGINEER.
- 2.5 The OWNER AND ENGINEER are not maintaining any insurance on behalf of the CONTRACTOR covering against loss or damage to the WORK or to any other property of the CONTRACTOR unless otherwise specifically stated herein and as may be described by appendix hereto. In the event the CONTRACTOR maintains insurance against physical loss or damage to the CONTRACTOR% construction equipment and tools, such insurance shall include an insurer% waiver of rights of subrogation in favor of OWNER AND THE ENGINEER.
- 2.6 Provide only insurance carrier(s) with an 'A" rating.
- 2.7 The CONTRACTOR shall fully and completely indemnify and hold harmless the OWNER and the ENGINEER as stated in Part 47 of Section 00700.

2.8. **Insurance Requirements:**

(a) **Commercial General Liability Insurance:** The CONTRACTOR shall take out and maintain during the life of the Contract such commercial general liability insurance as shall protect him from claims for damage for bodily injury, including accidental death, as well as from claims for property damage, to include completed operations coverage, which may arise from operations under this contract whether such operations are by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be not less than the following:

General Aggregate	\$2,000,000.00
Products - Complete/Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Fire Damage (Any one fire)	\$50,000.00
Medical Expenses (Any one person)	\$5,000.00

- (1) The General Aggregate listed above shall be for this project only.
- (2) **Special Hazards:** The CONTRACTOR and his SUB-CONTRACTOR General Liability Insurance shall provide adequate protection against use of explosives, collapse, and underground hazards. Each detonation of blasting shall be considered a single occurrence.
- (3) Provide Waiver of Subrogation in favor of the Owner.

(b) **Comprehensive Automobile Liability Insurance:**

- (1) Includes coverage for all owned, hired and non-owned automobiles.
- (2) The combined single limit of liability shall not be less than the following:

Any One Accident or Loss	\$1,000,000.00
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- (3) Provide Waiver of Subrogation in favor of the Owner.

(c) **Excess Liability (Umbrella) Insurance:**

- (1) CONTRACTOR shall carry and maintain Combined Excess Liability (Umbrella) insurance for a limit not less than the following:

Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

- (2) Provide Waiver of Subrogation in favor of the Owner.

(d) **Worker's Compensation:** The insurance required by this Section shall be written for not less than the following or greater if required by law:

- (1) Statutory benefits as provided by South Carolina Law.
- (2) Employers' Liability:

Each Accident	\$500,000.00
Disease - Policy Limit	\$500,000.00
Disease - Each Employee	\$500,000.00

- (c) Provide Waiver of Subrogation in favor of the Owner.

(e) **Builders Risk Insurance:** The CONTRACTOR shall purchase and maintain an "all risk" or special perils form builder's risk policy issued in the name of the

CONTRACTOR, OWNER and all SUBCONTRACTORS for the full contract value of the insurable portions of the WORK. This policy shall contain a provision that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

(f) **Flood Insurance:** The CONTRACTOR is required to carry flood insurance for projects located in designated flood hazard areas in which Federal Flood Insurance is available.

(g) **Earthquake Insurance:** The CONTRACTOR is required to carry earthquake insurance for the full contract value of insurable portions of the WORK.

(h) **OWNER'S Protective Liability Insurance:** The CONTRACTOR shall purchase and maintain an OWNER'S Protective Liability policy issued in the name of the OWNER with a combined single limit of liability of not less than the following:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

(i) **WORK SAFETY:** The CONTRACTOR shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970 as amended – The CONTRACTOR will provide such safety equipment, training and supervision as may be required by BJWSA and/or applicable law. The CONTRACTOR shall ensure its subcontractors provide a similar provision. The CONTRACTOR shall attend BJWSA mandated safety meetings.

### 3. **ABBREVIATIONS AND DEFINITIONS**

3.1 Abbreviations used in these Specifications refer to the following:

OWNER: Beaufort Jasper Water & Sewer Authority

ENGINEER: Brown and Caldwell

3.2 Definitions: Wherever in the specifications or upon the drawings the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the OWNER is intended' and similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, or acceptable to, or satisfactory to the OWNER, unless otherwise expressly stated.

### 4. **PHOTOGRAPHS OF PROJECT**

4.1 No photographs of the project will be required.

### 5. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES**

5.1 Not applicable.

### 6. **NOTICE AND SERVICE THEREOF**

6.1. All papers required to be delivered to the OWNER shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to the OWNER'S representative as indicated below, and any

notice to or demand upon the OWNER shall be sufficiently given if delivered to the office of said representative, or if deposited in the United States Mail, in a sealed postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the OWNER's representative as indicated below, or to such other representative of the OWNER, or to such other address as the OWNER may subsequently specify in writing to the CONTRACTOR for such purposes. The OWNER's representative is as follows:

Shawn Flood  
Beaufort Jasper Water & Sewer Authority  
6 Snake Road  
Okatie, SC 29910

7. **CORRELATION OF PLANS AND SPECIFICATIONS**

7.1 The contract, plans and specifications are to be interpreted as mutually explanatory or supplementary, and therefore any features shown in one and not in the other shall have the same force and effect as if shown by both, and shall be fully executed. Prior to execution of the WORK, the CONTRACTOR shall check all drawings and specifications, and shall immediately report to the ENGINEER all errors, discrepancies, conflicts and omissions discovered therein. All such errors, discrepancies, conflicts and omissions will be adjusted by the ENGINEER, and adjustment by the CONTRACTOR without prior approval shall be at his own risk. The settlement of any complications arising from such adjustments shall be made by the CONTRACTOR at his own expense and to the satisfaction of the OWNER.

8. **OWNERSHIP OF DRAWINGS**

8.1 All drawings, specifications and memoranda relating to the WORK are the property of the OWNER and are to be carefully used and returned to the OWNER upon completion or cessation of the WORK from any cause.

8.2 Plans and specifications to be furnished: Five (5) sets of specifications and plans will be furnished to the CONTRACTOR without charge. Additional sets can be secured from the ENGINEER upon request at cost of reproduction. The CONTRACTOR shall have available on the project site at all times one (1) copy of each of said plans and specifications.

9. **ORDER OF WORK**

9.1 The prosecution, order or sequence of the WORK shall be as approved by the ENGINEER, which approval, however, shall in no way affect the responsibility of the CONTRACTOR.

10. **PHYSICAL DATA**

10.1 The drawings, which accompany and form a part of the contract, have been prepared on the basis of surveys and observations of the site, and are intended to present an essentially accurate indication of the physical conditions at the site. However, this shall not relieve the CONTRACTOR of the necessity for familiarizing himself with physical conditions at the site, and any discrepancies found in the drawings shall not be grounds for claims by the CONTRACTOR against the OWNER, or for non-performance of WORK specifically provided for under the contract.

11. **ORGANIZATION, PLANT AND PROGRESS**

11.1 The following is supplemental to Paragraph 16 of the General Conditions:

(a) The CONTRACTOR shall give his personal superintendence to the WORK, or shall have a competent superintendent with authority to act for him, to the satisfaction of the ENGINEER, on the job at all times during the progress of the WORK.

(b) The CONTRACTOR shall employ an ample force of properly experienced persons and provide construction plant properly adapted to the WORK and of sufficient capacity and efficiency to accomplish the WORK in a safe and workmanlike manner at a rate of progress satisfactory to the OWNER. All plants shall be maintained in good working order and provision shall be made for immediate emergency repairs. No reduction in the capacity of the plant employed on the WORK shall be made except by written permission of the OWNER. The measure of the capacity of the plant shall be its actual performance on the WORK to which these specifications apply. Award of this contract shall not be construed as a guaranty by the OWNER that plant listed by the CONTRACTOR for use on this contract is adequate for the performance of the WORK.

(c) Should the CONTRACTOR fail to maintain a rate of progress which, in the opinion of the OWNER, will complete WORK within the time limit specified, the OWNER may require that additional persons working, if necessary, during additional periods or shifts, or additional plant, or both, be placed on the WORK' or a reorgani"ation of plant layout be effected in order that the progress of the WORK be brought up to schedule and so maintained. Should the CONTRACTOR refuse or neglect so to increase the number of employees, working period, or plant, or to reorgani"e the plant layout in the manner satisfactory to the OWNER, the latter may proceed under the provisions of the Contract to rectify the conditions.

## 12. **ENGINEER'S REVIEW AND CONTRACTOR'S INSPECTION**

12.1 The WORK shall be periodically reviewed by the ENGINEER's representatives, but the presence of the ENGINEER's representatives shall not relieve the CONTRACTOR or his responsible agent of responsibility for the proper execution of the WORK.

12.2 The CONTRACTOR will be required to furnish at his expense such labor, organi"ation and materials which form a part of the ordinary and usual equipment and crew of the CONTRACTOR as may be reasonably necessary in inspecting and supervising the WORK. Should the CONTRACTOR refuse, neglect or delay compliance with this requirement, the specified facilities may be furnished and maintained by the OWNER and the cost thereof will be deducted from any amounts due, or to become due, the CONTRACTOR.

12.3 Except as specified in this paragraph, or otherwise provided for in these specifications, all expense of inspection will be borne by the CONTRACTOR.

12.4 It is understood that any instruction or decision given by the ENGINEER through the Resident ENGINEER is to be considered the instruction or decision of the OWNER, in all cases where, under the terms of this contract, decision rests with the ENGINEER.

12.5 The ENGINEER or his authori"ed representative shall have access to the WORK at all times.

## 13. **STANDARD TESTS, QUALITY AND GUARANTEES**

13.1 Standard tests, quality and guarantees shall comply with the following:

(a) All materials, supplies and parts and assemblies thereof, entering into the WORK to be performed under these specifications, shall be tested as specified herein or

otherwise required, in conformity with the contract and according to the best modern approved methods for the particular type and class of WORK.

(b) Unless waived in writing by the ENGINEER, all tests and trials shall be made in the presence of a duly authorized representative of the ENGINEER. When the presence of the inspector is so waived, sworn statements in duplicate of the tests made and results thereof shall be furnished to the ENGINEER by the CONTRACTOR as soon as possible after completion of tests.

(c) Unless otherwise authorized, directed or specified, where standard published specifications of recognized authorities and organizations are mentioned, the latest revision of such specification current at the time when the WORK is executed shall govern.

(d) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the OWNER. The OWNER will pay for all laboratory inspection service direct and not as a part of the contract.

(e) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

(f) In accordance with the Contract, all materials, parts and equipment furnished and incorporated in the WORK shall be high grade, free from defects and imperfections, of recent manufacture and unused. Workmanship shall be of the highest grade and in accordance with the best modern standard practice.

14. **STANDARD PRODUCTS**

14.1 All materials supplied and articles furnished shall, wherever specified and otherwise wherever practicable, be the standard products of recognized, reputable manufacturers. The standard products of manufacturers other than those specified will be accepted when it is proven to the satisfaction of the ENGINEER, in accordance with the Contract, that they are equal in strength, durability, usefulness and convenience for the purpose intended. Any changes required in the details and dimensions indicated on the drawings, or the substitution of standard products other than those provided for, shall be properly made as approved by the ENGINEER and at the expense of the CONTRACTOR.

END OF SECTION



## Guide to Permit Application for Federally-Designated Clean Water or Drinking Water SRF Projects

This guide provides information to assist project sponsors in preparing a permit application package for projects funded through the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF).

**SRF Permit Application Package:** In addition to the requirements outlined in Section R.61-67.300 of the Standards for Wastewater Facilities Construction, or Section R.61-58.1C of the State Primary Drinking Water Regulations, the permit application must include the following:

1. *Plans:* Submit four sets of detailed plans, including location maps.
2. *Specifications:* Submit four sets of material and construction specifications.
3. *Mandatory SRF Contract Documents:* Specifications must include the mandatory SRF Contract Documents. The documents must be included **verbatim** in the specifications (see Appendix A).
4. *Optional Format SRF Contract Documents:* Specifications must include the optional format SRF Contract Documents (see Appendix B). Document formats may be reasonable approximations of those shown in Appendix B.
5. *Final Cost Estimate:* Detailed estimates of the construction cost (including equipment) based on final design drawings; planning and design cost; and construction engineering cost must be submitted along with the final plans and specifications.
6. *Proposed Schedule for Construction:* The proposed “Schedule for Construction” (DHEC Form 3588), in Appendix C, must be completed and submitted along with the final plans and specifications.

**Review Process:** DHEC will review the plans and specifications for compliance with State Regulation 61-67 (Standards for Wastewater Facilities Construction) or Section R.61-58.1.C of the State Primary Drinking Water Regulations and special SRF requirements, and conduct an SRF funding-eligibility review. Any work ineligible for SRF participation must be separated out in the bid items and noted on the plans and specifications.

**Operation and Maintenance (O&M) Manuals:** An O&M manual must be prepared for all treatment facilities and made available for review, by DHEC staff, at the time of final inspection.

**More information?** Contact the SRF Section at DHEC’s Bureau of Water. Shawn Clarke is the program manager and can be reached at: *Phone:* (803) 898-3993, *E-mail:* [Shawn.Clarke@dhec.sc.gov](mailto:Shawn.Clarke@dhec.sc.gov)



**APPENDIX A**

**Mandatory Supplemental General Conditions**

**For The**

**South Carolina State Revolving Fund Program**

**February 2014**

Following is the standard language that must be incorporated into all solicitations for offers and bids for (1) construction contracts, (2) subcontracts in excess of \$2,000, (3) equipment, and (4) material to be funded by the Federally-assisted State Revolving Fund Program.

The requirements in these Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this contract or of other agencies, whether any other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied in order for work to be funded in the State Revolving Fund Program.

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## General Instructions

### **Submittal and Approval of DBE and EEO Documentation**

It is the policy of the State Revolving Loan Fund (SRF) to assure that:

- (a) Disadvantaged business enterprises (DBEs) have the opportunity to participate in a fair share of the funds awarded for contracts and subcontracts for supplies, construction, equipment or services; and
- (b) Discrimination in employment practices on the basis of race, color, religion, national origin, sex, age or handicap (referred to as Equal Employment Opportunity) is prohibited.

Compliance with these provisions is required in order for project costs to be eligible for SRF funding. Failure on the part of the tentatively selected bidder to submit required information may be grounds for rejecting the bid.

### **The Contractor must submit the following items to the Project Sponsor (Owner):**

1. **DBE Compliance Documentation** listed on page 7. *The South Carolina Department of Health and Environmental Control (DHEC) cannot authorize the Project Sponsor (Owner) to award the construction contract(s) until the project's "good faith efforts" (See page 6) are approved.*

The following forms must be submitted as part of the DBE package:

- **"Prime Contractor's Subagreement Certification" (DHEC 3591)** (See Attachment B – Forms) listing all proposed subcontractors, both DBE firms and non-DBE firms. Each prime contractor must submit this form.
  - **"DBE Program Subcontractor Utilization Form" (EPA Form 6100-4)** (See attachment B – Forms.) This form captures the prime contractor's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.
  - **"DBE Subcontractor Performance Form" (EPA Form 6100-3)** (See Attachment B – Forms). Each DBE subcontractor must submit this form which captures an intended DBE subcontractor's description of the work to be performed for the prime contractor and the price of the work submitted to the prime contractor.
2. **"EEO Documentation Form" (DHEC Form 2323)** and all required attachments (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount exceeds \$10,000 must submit this information. *DHEC cannot authorize the Project Sponsor to award the construction contract(s) until the EEO documentation is approved.*

3. **“Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity” (DHEC 3592)** (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount is expected to exceed \$10,000 must submit this form.
4. **“Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590)** (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount is expected to equal or exceed \$25,000 must submit this form.
5. **“Bidders ‘Buy American’ Certification” (DHEC Form 2556)** (See Attachment B – Forms) Each prime contractor must certify that all of the iron and steel used in the project are produced in the United States unless a waiver is granted by the U. S. Environmental Protection Agency.

The tentatively selected bidder is required to submit the above information in duplicate to the Project Sponsor after bid opening. As part of the bid package, the Project Sponsor must forward one copy of the information to DHEC at the address listed below.

**During Construction, the Prime Contractor must submit the following items :**

1. **A copy of each DBE subcontract.**
2. **“MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A)** (See Attachment B – Forms). This report must be submitted semi-annually by April 15<sup>th</sup> and October 15<sup>th</sup> until the final draw has been processed for the project.
3. **Weekly Certified Payrolls** for each prime contractor and all subcontractors. **Payrolls should be submitted weekly with little lag time to the Project Sponsor.** Project Sponsors must retain payroll records for three years from the completion of the project.
4. **Notice of changes, substitutions or additions to the approved list of subcontractors. Any changes must be reported immediately to DHEC’s SRF Section and a revised DHEC Form 3591, and EPA 6100-4** must be submitted to the project’s SRF Project Manager as soon as practical. (See also “Reporting Requirements During Construction” on page 8.) **Use of any unapproved subcontractor on the project may delay payment or result in costs associated with that subcontract declared ineligible for SRF assistance.**

The Project Sponsor must forward one copy of the above items (**except for item number 3, payroll records**) to the project’s SRF Project Manager:

**[Project Manager Name Here], SRF Project Manager  
SRF Section, Water Facilities Permitting Division  
South Carolina Department of Health and Environmental Control  
2600 Bull Street  
Columbia, South Carolina 29201**

# THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IN THE STATE REVOLVING FUND PROGRAM

## Objective

The objective of the State Revolving Fund (SRF) Program's DBE program is to ensure Project Sponsors and their prime contractors utilize certified DBEs as subcontractors to the fullest extent possible. Compliance with these provisions is required in order for the project costs to be eligible for SRF funding. Failure on the part of the prime contractor to submit required documentation and obtain DBE approval may be grounds for rejecting the bid or result in subcontractor costs declared ineligible for SRF assistance.

## Policy

It is SRF policy to require the Project Sponsor to implement procedures to ensure DBE firms are given opportunities for meaningful participation if subcontracts are awarded. A fair share goal of 3.6% MBE and 2.4% WBE of the funds awarded for prime contracts or subcontracts for supplies, construction, equipment or services, must be made available to organizations owned and controlled by socially and economically disadvantaged individuals, women, disabled Americans, historically black colleges and universities, and minority institutions. Prime contractors must include the fair share goal in their bid documents for subcontracts.

NOTE: The fair share goal is subject to change each fiscal year. Therefore, prior to bidding, it is the Project Sponsor's responsibility to check with the SRF Procurement Manager for the current fair share percentage to be included in bid documents.

## DBE Definitions

A Disadvantaged Business Enterprise (DBE) is defined as a business that meets the criteria cited below:

Owned by socially disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities;

Owned by economically disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business who are not socially disadvantaged. An individual claiming disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

For purposes of this definition, disadvantaged individuals include the following:

Black Americans  
Women  
Disabled Americans  
Minority Institutions

Asian Americans  
Hispanic Americans  
Native Americans  
Historically Black Colleges and Universities

To qualify as a DBE firm, at least 51 percent of an independent business must be owned and controlled by a socially and economically disadvantaged individual whose personal net worth is less than \$750,000. The minority or woman owner's interest must be real, substantial and continuing. The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.

### **DBE Certification**

DHEC does not determine the DBE status of businesses. Instead, the SRF Program accepts certification of DBE status from other sources already established to make this determination, such as:

- ▶ South Carolina Department of Transportation
- ▶ South Carolina Governor's Office of Small & Minority Business Assistance
- ▶ South Carolina Minority Business Development Agency (MBDA) Business Center
- ▶ South Carolina Chamber of Commerce
- ▶ Other agencies or organizations that provide procurement assistance to DBEs if their definition of a DBE matches the criteria established above.

Note: See Attachment A for a listing of the addresses, telephone numbers and web addresses for the above referenced agencies.

### **DBE Requirements – "Six Good Faith Efforts"**

Project Sponsors and their prime contractors must comply with the following "Six Good Faith Efforts" before a contract is awarded:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, **posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.**
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will involve dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

**The prime contractor must employ the “Six Good Faith Efforts” to subcontract with DBEs, even if the prime contractor has achieved his or her fair share objectives.**

### **Solicitation of DBE Firms**

Solicitation should allow adequate time for price analysis; as stated above, whenever possible, **contact should be made not later than 30 days before bid opening.** Efforts taken to comply with these requirements must be documented in detail.

Prime contractors must create and maintain a **Bidders List**. This list must include **all firms that bid or quote subcontracts including both MBE/WBEs and non-MBE/WBEs.** The Bidders List must be kept until the project period has ended. The following information must be obtained from all subcontractors:

Subcontractor’s name with point of contact,

Subcontractor’s mailing address, telephone number and e-mail address;

The procurement (scope of work) on which the subcontractor bid or quoted and when; and

The subcontractor’s status as a certified MBE, WBE, or non-MBE/WBE.

The prime contractor is **required** to use the services of the Minority Business Development Agency (MBDA). MBDA Business Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women’s business enterprises. These Centers are located in a number of Regional cities. Use of the services provided by these Centers does not absolve the prime contractors from pursuing additional efforts to comply with this requirement. See Attachment A for a listing of the address, telephone number and web address for the MBDA Business Center – Columbia SC as well as other resource agencies.

### **DBE Compliance Documentation**

If subcontracts are awarded, prime contractors must submit the following items as documentation of their good faith efforts, **even if the prime contractor has achieved its fair share objectives:**

- (1) A copy of the prime contractor’s Bidder’s List.
- (2) Evidence of solicitation to *certified* prospective DBE firms, such as copies of solicitation letters/emails listing **specific scope/volume of work**, phone logs, fax confirmation sheets, printouts of online searches with results of said searches, etc. The prime contractor is strongly encouraged to follow-up each written, faxed or emailed solicitation with at least one logged phone call.
- (3) Copies of letters or e-mails asking for assistance from the MBDA Business Center – Columbia, SC, the South Carolina Governor’s Office of Small & Minority Business Assistance, or other agencies or organizations that provide procurement assistance to DBEs. **Note: As outlined in the “Good Faith Effort” Number 5 above, it is mandatory that prime contractors contact the MBDA Business Center.**
- (4) List by trade the names of *certified* DBE subcontractors solicited but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of quote.



- (5) List any job-specific criteria that disqualified a certified DBE firm that submitted a low bid for a subcontract. Attach a copy of the disqualified bid or quote along with the bid or quote from the selected subcontractor for comparison.
- (6) Proof of **DBE certification** from an acceptable source for each subcontractor listed as a MBE or WBE.
- (7) DHEC form entitled “Prime Contractor’s Subagreement Certification” (DHEC Form 3591) (See Attachment B – Forms) listing **all** proposed subcontractors, both DBE firms and non-DBE firms.
- (8) EPA Form 6100-4 “DBE Subcontractor Utilization Form” listing all proposed DBE subcontractors.
- (9) Require all DBE subcontractors to complete EPA Form 6100-3, “DBE Subcontractor Performance Form” (See Attachment B – Forms). This form captures an intended DBE subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime contractor.

### **Reporting Requirements for Prime Contractors During Construction**

- ▶ Forward a copy of each DBE subcontract as soon as possible after contract award.
- ▶ Pay subcontractors for satisfactory performance no more than **30 days** from the prime contractor’s receipt of payment.
- ▶ Report any proposed changes/additions from the approved subcontractor list to the Project Sponsor and DHEC **prior to initiation of the action** along with the following actions:
  - Submit a **revised/updated** “Prime Contractor’s Subagreement Certification” (DHEC Form 3591) and EPA Form 6100-4 (See Attachment B – Forms).
  - Document the reason for the proposed deviation
  - Submit evidence of the prime contractor’s continued good faith efforts to secure a DBE firm for the new and/or replacement subcontract work.
  - Provide any new subcontractors with the “DBE Subcontractor Performance Form” (EPA Form 6100-3) (See Attachment B – Forms) **if** work is subcontracted to a **new** DBE firm.
  - Submit a “EEO Documentation Form” (DHEC Form 2323) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
  - Submit a “Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity” (DHEC 3592) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
  - Submit a “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC 3590) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount equals or exceeds \$25,000.

**Use of any unapproved subcontractor on the project may delay loan draw requests or result in costs associated with that subcontract declared ineligible for SRF assistance.**

- ▶ Submittal of the “MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A) to the Project Sponsor. The reporting period is semiannual, with reporting periods ending March 31<sup>st</sup> and September 30<sup>th</sup>. Submission of this report is required even if there is no MBE/WBE activity to report; this is called a Negative Report.
- ▶ Provide EPA Form 6100-2, “DBE Subcontractor Participation Form”, to all DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and other concerns the DBE subcontractor might have. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to: EPA DBE Coordinator, EPA Region 4, 61 Forsyth Street SW, Atlanta, Georgia, 30303.

## **SPECIAL NOTICE TO BIDDERS**

**Number 1:** The State Revolving Fund Program requires the Equal Employment Opportunity (EEO) commitment of the prime contractor and all subcontractors with a contract in excess of \$10,000 to the requirements of Executive Order 11246. EEO Affirmative Action is mandated throughout the duration of the contract.

The tentatively selected bidder is required to submit the EEO documentation as outlined in the “General Instructions” of these Supplemental General Conditions.

Failure to submit the EEO documentation may subject the contractor to sanctions under Executive Order 11246.

**Number 2:** By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract. The bidder understands and agrees that “affirmative action” as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

**Number 3:** Each bidder is required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in a contract using federal funds. In turn, prime contractors will require subcontractors whose contract amount is expected to equal or exceed \$25,000 to also submit such certification using the “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590) (See Attachment B – Forms).

**Number 4:** Bonding requirements are as follows:

- (a) Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall be in the form of a certified check or bid bond.
- (b) Performance bond equal to 100 percent of the contract price; and
- (c) Payment bond equal to 100 percent of the contract price.

Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

**Number 5:** The Project Sponsor and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CRF Part 30.

**Number 6:** Fire and Extended Coverage Insurance (Builder’s Risk):

- (a) The Contractor shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the Project Sponsor, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the Project Sponsor and the Contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- (b) The Contractor shall provide the Project Sponsor with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Project Sponsor advance notice by registered mail.
- (c) Cancellation and Re-Insurance: If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

**Number 7**

The *Project Sponsor and contractors shall comply* with the “Buy American” Provisions, Section 436 of the “Consolidated Appropriations Act, 2014”. See Attachment C for the Memorandum indicating the applicability of Section 436 to SRF projects.

The prime contractor(s) must certify Buy American compliance using DHEC Form 2556 – available when revised.

**DAVIS-BACON AND RELATED ACTS**  
**WAGE RATE REQUIREMENTS FOR FEDERAL AND**  
**FEDERALLY ASSISTED CONTRACTS**

**Preamble**

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below [available upon request], shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

**I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact, **Cynthia Edwards at [edwards.cynthiaY@epa.gov](mailto:edwards.cynthiaY@epa.gov) or 404-562-9340** of EPA, Region IV Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

**1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.**

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations.**

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### **3. Contract and Subcontract provisions.**

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, or the FY 2011 Full-Year Continuing Appropriation, or the Consolidated Appropriations Act, 2012, or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator, Dorothy Rayfield ([rayfield.dorothy@epa.gov](mailto:rayfield.dorothy@epa.gov), 404-562-9278) concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a  Statement of Compliance,  signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under  5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under  5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the  Statement of Compliance  required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment



as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**4. Contract Provision for Contracts in Excess of \$100,000.**

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**5. Compliance Verification**

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided

in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**[REPLACE THIS PAGE WITH THE APPLICABLE  
WAGE DETERMINATION FOR THE SRF PROJECT]**

**Wage Rates are county specific for *Heavy*\*\* construction  
and can be found at:**

[www.wdol.gov](http://www.wdol.gov)

- \*\*Heavy construction is the most commonly used wage determination for water or wastewater infrastructure projects, but under certain circumstances another category or multiple categories of construction may apply. Consult with the assigned SRF project manager as needed to decide which wage determination(s) is/are needed.
- Monitor [www.wdol.gov](http://www.wdol.gov) for any wage determination changes before bid opening. Except under special circumstance, if a determination is revised more than 10 days before bid opening, the modified determination must be used in bidding the project.
- If a job classification needed for the project does not appear on the applicable wage determination, the prime contractor is required to submit a conformance request (through DHEC to DOL) after the contract has been signed for the project.
- A wage decision is “locked-in” for the project if the contract is awarded within 90 days after bid opening, otherwise modifications to the wage determination must be incorporated into the contract, unless an extension is granted by DOL.
- Please contact the assigned SRF project manager with questions on the above Davis Bacon items or other Davis Bacon compliance issues.

"General Decision Number: SC20200001 01/03/2020

Superseded General Decision Number: SC20190001

State: South Carolina

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Abbeville, Allendale, Bamberg, Barnwell, Beaufort, Cherokee, Chester, Chesterfield, Clarendon, Colleton, Dillon, Georgetown, Greenwood, Hampton, Jasper, Lancaster, Lee, Marion, Marlboro, McCormick, Newberry, Oconee, Orangeburg, Union and Williamsburg Counties in South Carolina.

DOES NOT INCLUDE SAVANNAH RIVER SITE IN ALLENDALE AND BARNWELL COUNTIES

HEAVY CONSTRUCTION PROJECTS (includes Sewer & Water Line projects)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number      Publication Date  
                                 0                                    01/03/2020

SUSC1990-005 02/08/1990

	Rates	Fringes
Boilermaker (tank work).....	\$ 12.96	3.315
Bricklayer.....	\$ 7.25	

Carpenter.....\$ 7.42  
 Cement mason/concrete  
 finisher.....\$ 7.25  
 Ironworker.....\$ 10.98  
 Laborers:  
 Chain saw.....\$ 7.25  
 General.....\$ 7.25  
 Pipelayer.....\$ 7.25  
 Pipefitter.....\$ 9.09  
 Power equipment operators:  
 Backhoe.....\$ 7.25  
 Bulldozer.....\$ 7.25  
 Crane.....\$ 7.98  
 Dragline.....\$ 7.25  
 Front End Loader.....\$ 7.25  
 Mechanic.....\$ 7.25  
 Motor grader.....\$ 7.25  
 Pan Scraper.....\$ 7.25  
 Line Construction: line  
 technician.....\$ 10.08  
 MANHOLE BUILDER.....\$ 7.25  
 TRUCK DRIVER.....\$ 7.25

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

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

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

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

4.) All decisions by the Administrative Review Board are final.

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

## EEO Notice

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

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

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" which is included in the Nondiscrimination Provision and Labor Standards, and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	3.6%	2.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

**EEO Specifications**

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work on any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply; however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the "Equal Opportunity Clause", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security Number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## ATTACHMENT A

### Contacts for Procurement of DBEs

Minority Business Development Agency  
(MBDA) Business Center – Columbia SC  
1515 Richland Street  
Columbia, SC 29201  
Office: (803) 743-1154  
Fax: (803) 743-1162  
Email: [busdev@columbiambdacenter.com](mailto:busdev@columbiambdacenter.com)  
Website: <http://columbiambdacenter.com/>

Office of Small & Minority Business Assistance  
South Carolina Office of the Governor  
1205 Pendleton Street, Suite 474  
Columbia, SC 29201  
Telephone: (803) 734-5010  
Website: [www.govoepp.state.sc.us/osmba](http://www.govoepp.state.sc.us/osmba)

South Carolina Chamber of Commerce  
1201 Main Street, Suite 1700  
Columbia, SC 29201  
Telephone: (803) 799-4601  
Website: [www.scmminoritybusiness.net](http://www.scmminoritybusiness.net)

South Carolina Department of Transportation  
Office of Business Development & Special Programs  
Post Office Box 191  
Columbia, SC 29202  
Telephone: (803) 737-1372  
Website: <http://www.scdot.org/doing/businessDevelop.aspx>



**ATTACHMENT B**  
**FORMS**

## U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

### PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30)  20_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 <sup>st</sup> (Oct-Dec) <input type="checkbox"/> 2 <sup>nd</sup> (Jan-Mar) <input type="checkbox"/> 3 <sup>rd</sup> (Apr-Jun) <input type="checkbox"/> 4 <sup>th</sup> (Jul-Sep) <input type="checkbox"/> Semi-Annual (Oct-Mar) <input type="checkbox"/> Semi-Annual (Apr-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).																				
1C. REVISION OF A PRIOR REPORT? Y or N    Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS ( ATTN: DBE Coordinator)	3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR  Name:  E-mail:	2C. PHONE:  Fax:	3B. RECIPIENT REPORTING CONTACT:  Name:  E-mail:	3C. PHONE:  Fax:																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)  EPA Share: \$ _____  Recipient Share: \$ _____	5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), <b>CHECK</b> and <b>SKIP</b> to Block No. 7. ( <u>Procurements</u> are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. <u>Accomplishments</u> , in this context, are procurements made with MBEs and/or WBEs.  <input type="checkbox"/>																				
5C. <span style="float: right;">Total Procurements This Reporting Period</span> (Only include amount not reported in any prior reporting period)  Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, <b>including MBE/WBE expenditures.</b> )																					
5D. Were sub-awards issued under this assistance agreement? Yes <input type="checkbox"/> No <input type="checkbox"/> Were contracts issued under this assistance agreement ? Yes <input type="checkbox"/> No <input type="checkbox"/>																					
5E. <span style="float: right;">MBE/WBE Accomplishments This Reporting Period</span>  Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%; text-align: center;"><u>Construction</u></th> <th style="width: 20%; text-align: center;"><u>Equipment</u></th> <th style="width: 20%; text-align: center;"><u>Services</u></th> <th style="width: 20%; text-align: center;"><u>Supplies</u></th> <th style="width: 10%; text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td><b>\$MBE:</b></td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><b>\$WBE:</b></td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	<b>\$MBE:</b>	_____	_____	_____	_____	0.00	<b>\$WBE:</b>	_____	_____	_____	_____	0.00
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
<b>\$MBE:</b>	_____	_____	_____	_____	0.00																
<b>\$WBE:</b>	_____	_____	_____	_____	0.00																
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE																				
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE																				

**PART II. MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**  
**EPA Financial Assistance Agreement Number: \_\_\_\_\_**

1. Procurement Made By		2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Services <sup>A</sup> (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
		Minority	Women				
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime					

Type of product or service codes:  
 1 = Construction      2 = Supplies      3 = Services      4 = Equipment  
 Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.  
 EPA FORM 5700-52A - (Approval Expires 12/22/13)

# Instructions:

## A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	<b>Quarterly Reporting Due Date</b>	<b>Semiannual Reporting Due Date</b>	<b>Annual Reporting Due Date</b>
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

## B. Definitions:

**Procurement** is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA

recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

## **Good Faith Efforts**

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

**C. Instructions for Part I:**

- 1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1<sup>st</sup> through September 30<sup>th</sup> (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)

- 1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.

- 1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.

- 2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at [www.epa.gov/osbp](http://www.epa.gov/osbp). Click on "Regional Contacts" for the name of your coordinator.

- 3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

- 4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

**\*For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

- 4b. Refer back to Assistance Agreement document for this information.

- 5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

**\*For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

- 5b. Self-explanatory.

- 5c. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

**\*NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

- 5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

- 5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

**\*For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

7. Name and title of official administrator or designated reporting official.
8. Signature, month, day, and year report submitted.

#### D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31,

## Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.





### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



Project Sponsor: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 SRF Project Number: \_\_\_\_\_

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM  
EEO DOCUMENTATION FORM**

1. Proposed Prime Contractor or Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

2. Fill out and attach "Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity" (DHEC Form 3592).

3. Attach a copy of the Employer Information Report EEO-1 (also known as Standard Form 100) if the firm meets the criteria outlined on page 4 of this form. N/A \_\_\_\_\_ (Check N/A if the firm does not meet the EEO-1 Report criteria.)

4. a. Name of company official responsible for EEO: \_\_\_\_\_  
 b. Attach a copy of the contractor's Affirmative Action Plan.

5. a. List current construction contracts, with dollar amount:

_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

b. List contracting federal agencies, if applicable:  
 \_\_\_\_\_  
 \_\_\_\_\_

6. Detail the sex and race/ethnic composition of the company's workforce, temporary and permanent, by job category. List statistics by percent or number.

Job Category	Male	Female	African American	Asian	Hispanic	Native American	White
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Number of Disabled: \_\_\_\_\_

7. Check applicable employment sources:

Newspaper Advertisement _____	Trade Schools _____
Job Service _____	Trade Associations _____
Walk-In Applications _____	Other: _____
Employee Referrals _____	

8. List anticipated employment needs for this project, indicating percentage or number of female/minority participation in each trade:

<u>Trade</u>	<u>Female</u>	<u>African American</u>	<u>Asian</u>	<u>Hispanic</u>	<u>Native American</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**OR** Check Yes \_\_\_ if you plan to only use your existing workforce.

9. **Prime Contractors Only:** Fill out and attach “Prime Contractor’s Subagreement Certification” (DHEC Form 3591).

10. Contract Price: \$\_\_\_\_\_.

11. Duration of Contract:\_\_\_\_\_.

12. **All Prime Contractors and Any Subcontractors** whose subcontract equals or exceeds \$25,000: Fill out and attach “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590).

---

Signature of Authorized Official

---

Print Name and Title of Authorized Official

Date

*Submit to:*

*SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*

**INSTRUCTIONS FOR COMPLETING THE EEO DOCUMENTATION FORM  
DHEC 2323**

The purpose of the EEO Documentation Form is to document compliance with the Equal Employment Opportunity (EEO) requirements which prohibit discrimination in employment practices on the basis of race, color, religion, national origin, sex, age or handicap. The affirmative action program is designed to enhance hiring, training, and promotion opportunities for minorities and women and is governed by Executive Order 11246.

This form must be completed by each prime contractor and any subcontractor whose contract amount exceeds \$10,000.

Please provide the name of the Project Sponsor, project name and State Revolving Fund (SRF) project number. Please answer each question and submit the requested attachments with this form.

DHEC Review and Filing. The Bureau of Water will use the above referenced form to document each prime contractor and subcontractor's compliance with the EEO requirements. The form will be kept in the SRF DBE/EEO file of the project name listed on the form. The EEO Designation Form will be retained on file with the Bureau of Water for twenty years.

## Employer Information Report EEO-1

Under the direction of the U. S. Equal Employment Opportunity Commission, the Joint Reporting Committee (JRC) is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also known as Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

- (A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.
  
- (B) **All federal contractors (private employers)** who: (1) are not exempt as provided for by 41 CFR 60-1.5; (2) have 50 or more employees, **and** (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount; or (c) is a financial institution which is an issuing and paying agent for U. S. Savings Bonds and Notes.

**When filing for the EEO-1 Report for the first time**, go to the web site at: <http://www.eeoc.gov/eeo1survey> and select "Filing for the first time" from the information box. Fill out the electronic questionnaire to enter your company into the JRC system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. **If you have previously registered with the JRC**, follow their instructions to update your information.



**BIDDER'S BUY AMERICAN CERTIFICATION  
DHEC FORM 2556**

**Available when revised**



Sponsor: \_\_\_\_\_

Project Name: \_\_\_\_\_

SRF Project No.: \_\_\_\_\_

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND  
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

---

Name of Prospective Participant (Town, Utility, Contractor, Subcontractor, Supplier etc.)

---

Printed Name and Title of Authorized Official

---

Signature of Authorized Official

Date

\_\_\_\_\_ I am unable to certify to the above statements. Attached is my explanation.

Submit to:

*SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*

**INSTRUCTIONS FOR COMPLETING  
CERTIFICATION REGARDING DEBARMENT  
SUSPENSION AND OTHER RESPONSIBILITY MATTERS  
DHEC FORM 3590**

The purpose of the Certification Regarding Debarment, Suspension And Other Responsibility Matters form is to certify that potential participants are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.”

- This form is to be filled out by prospective participants in the State Revolving Loan fund program, including towns, public utilities, contractors, and subcontractors.
- Fill in the project sponsor’s name, project name and SRF project number.
- Fill in the potential participants name and name of authorized official for the participant. Sign and date the form to certify that the potential participant is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension,” or, provide an explanation why the potential participant cannot.
- Where/when to submit:
  - A prospective loan recipient (Sponsor) must return the signed certification, or explanation, with the preliminary engineering report to *SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*.
  - A prospective prime contractor must submit a completed certification, or explanation, to the entity awarding the contract (Sponsor).
  - A prospective subcontractor must submit a completed certification, or explanation, to the (prospective) prime contractor for the project.
  - See also, SRF guidance documents.

DHEC Review and Filing: The Bureau of Water will use this form to document compliance with Executive Order 12549. The form will be retained in the SRF project record for three years following the final disbursement to the project from the SC Budget and Control Board.



**STATE OF SOUTH CAROLINA  
STATE REVOLVING FUND (SRF) PROGRAM  
PRIME CONTRACTOR'S SUBAGREEMENT CERTIFICATION**

Project Name: _____	Project Number: _____
---------------------	-----------------------

Contractor's Name: _____	Contractor's Telephone Number: _____
--------------------------	--------------------------------------

Contractor's Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**SECTION I - INSTRUCTIONS**

All prime contractors are required to certify whether or not they plan to utilize subcontractors for any portion of work throughout the life of their contract.

**SECTION II - CERTIFICATION**

I, as the authorized representative of the above named contracting firm, certify that we:

- Plan to subcontract a portion of this project and will submit to SCDHEC evidence of the positive steps taken to utilize minority and women's businesses as required by Executive Order 11246 prior to entering into any subagreement. We agree to submit MBE/WBE utilization reports (U.S. EPA Form 5700-52A). (Please list each tentative subcontractor on Page 2 of this form.)
- Do not elect to subcontract any portion of this project. We understand that should we elect, at a later date, to subcontract a portion of this project, we will be required to provide evidence of the positive steps taken to utilize minority and women-owned businesses as required by Executive Order 11246 prior to entering into any subagreement. Failure to do so may result in costs associated with that subagreement declared ineligible for SRF assistance.

Name: _____	Signature: _____	Date: (MM/DD/YYYY)
Title: _____		

Please list all tentative subcontractors you plan to use for this project, identifying whether or not they are a minority business enterprise (MBE) or a women-owned business enterprise (WBE). If more space is needed, please attach an additional sheet using the same format as below.

1. Type of Work: \_\_\_\_\_  
 Subcontractor's Name: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Contact's Telephone Number: \_\_\_\_\_  
 Subcontract Amount: \_\_\_\_\_ Duration of Subcontract: \_\_\_\_\_  
*Check all that apply:*     MBE (Minority Business Enterprise)  
                                    WBE (Women-owned Business Enterprise)

2. Type of Work: \_\_\_\_\_  
 Subcontractor's Name: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Contact's Telephone Number: \_\_\_\_\_  
 Subcontract Amount: \_\_\_\_\_ Duration of Subcontract: \_\_\_\_\_  
*Check all that apply:*     MBE (Minority Business Enterprise)  
                                    WBE (Women-owned Business Enterprise)

3. Type of Work: \_\_\_\_\_  
 Subcontractor's Name: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Contact's Telephone Number: \_\_\_\_\_  
 Subcontract Amount: \_\_\_\_\_ Duration of Subcontract: \_\_\_\_\_  
*Check all that apply:*     MBE (Minority Business Enterprise)  
                                    WBE (Women-owned Business Enterprise)

4. Type of Work: \_\_\_\_\_  
 Subcontractor's Name: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Contact's Telephone Number: \_\_\_\_\_  
 Subcontract Amount: \_\_\_\_\_ Duration of Subcontract: \_\_\_\_\_  
*Check all that apply:*     MBE (Minority Business Enterprise)  
                                    WBE (Women-owned Business Enterprise)

List of subcontract work yet to be committed with approximate price and duration of subcontract .

Work	Approximate Price	Duration
1.		
2.		
3.		
4.		

Submit to: SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201



Name of Prime Contractor: \_\_\_\_\_  
Project No.: \_\_\_\_\_

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM  
CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPURTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

**CONTRACTOR’S CERTIFICATION**

Contractor’s Name: \_\_\_\_\_

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

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes \_\_\_\_\_ No \_\_\_\_\_
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes \_\_\_\_\_ No \_\_\_\_\_
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes \_\_\_\_\_ No \_\_\_\_\_
4. If answer to item 3 is NO, please explain in detail on reverse side of this certification.

**Certification** – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

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

*Submit to:*  
SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201

**ATTACHMENT C**

**“Buy American Memorandum”**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

JAN 24 2014

OFFICE OF WATER

**MEMORANDUM**

**SUBJECT:** Application of Buy American Requirements to Fiscal Year 2014 Clean Water State Revolving Fund and Drinking Water State Revolving Fund Assistance Agreements

**FROM:** Nancy K. Stoner  
Acting Assistant Administrator

A handwritten signature in black ink, appearing to be "N.K. Stoner", written over a horizontal line.

**TO:** Water Management Division Directors  
Regions I- X

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2014, while adding a Buy American requirement to these already existing programs. Application of this new requirement is the focus of this memorandum.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, "Use of American Iron and Steel,"

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or



(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

In order to comply with this provision, States must include in all assistance agreements, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for the construction, alteration, maintenance, or repair of treatment works under the CWSRF or for construction, alteration, maintenance, or repair of a public water system under the DWSRF, a provision requiring the application of Buy American requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. The one exception to this requirement is if a project has approved engineering plans and specifications, by a State agency, prior to enactment of the Appropriations Act.

Application of the Buy American requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all assistance agreements executed on or after January 17, 2014 and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, Buy American requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a State agency prior to enactment of the Appropriations Act.

Notably, there is no application of the Buy American requirements where such a refinancing occurs for a project that has completed construction prior to January 17, 2014. This provision does not apply to any project for which an assistance agreement was executed prior to January 17, 2014, no matter when construction occurs.

Further information will be provided in the form of guidance as soon as possible.

We understand the complexity of this provision and the challenges involved in its application. If you have any questions, please contact Peter Grevatt or Andrew Sawyers, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at [dorfman.jordan@epa.gov](mailto:dorfman.jordan@epa.gov) or (202) 564-0614 and Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at [anderer.kirsten@epa.gov](mailto:anderer.kirsten@epa.gov) or (202) 564-3134

## **APPENDIX B**

### **Optional Format SRF Contract Documents (for inclusion in contract specifications)**

*{Total of 18 pages including this page}*

- ▶ Bid Bond
- ▶ Performance Bond
- ▶ Payment Bond
- ▶ Contract Change Order
- ▶ Notice of Award
- ▶ Notice to Proceed
- ▶ Bid/Bid Schedule
- ▶ Agreement

**BID BOND**

KNOW ALL MEN BY THESE PRESENT: that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto \_\_\_\_\_ as  
OWNER in the penal sum of  
\_\_\_\_\_ for payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted to  
\_\_\_\_\_ a certain BID,  
attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

If said BID shall be rejected, or

If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said BID) and shall furnish  
a BOND for his faithful performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in connection therewith, and shall in all other  
respects perform the agreement created by the acceptance of said BID, then this obligation  
shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for all and all claims hereunder shall, in  
no event, exceed the penal amount of this obligation as herein stated.



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.





## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

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(Name of Contractor)

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(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership or Individual)

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(Name of Surety)

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(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

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(Name of Owner)

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(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the  
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
a copy of which is hereto attached and made a part hereof for the construction of:

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NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the execution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effort.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)  
of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal Secretary) (Principal)

BY \_\_\_\_\_

(SEAL)

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

\_\_\_\_\_  
Witness to Principal

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

ATTEST:

\_\_\_\_\_  
(Surety Secretary) Surety

BY \_\_\_\_\_

Attorney-in-fact

(SEAL)

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

\_\_\_\_\_  
Witness to Surety

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

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in South Carolina.

## CONTRACT CHANGE ORDER

**Project:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **SRF No.:** \_\_\_\_\_  
**Contractor:** \_\_\_\_\_ **Owner:** \_\_\_\_\_  
**Contract No.:** \_\_\_\_\_ **Change Order No.:** \_\_\_\_\_

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

Please attach cost documentation with associated changes (show increase and decrease in contract price).

Original Contract Price: .....	\$ _____
Change in Contract Price due to this Change Order:.....	\$ _____
Total Decrease of this Change Order:.....	\$ _____
Total Increase of this Change Order:.....	\$ _____
Net (increase)(decrease) in Contract Price:.....	\$ _____

1. Is proposed change an alternate bid? \_\_\_\_\_yes    \_\_\_\_\_no
  
2. Will proposed change alter the physical size of the project? \_\_\_\_\_yes    \_\_\_\_\_no  
 If yes, explain.
  
3. Effect of this change on other prime contractors:
  
4. Has consent of surety been obtained? \_\_\_\_\_yes    \_\_\_\_\_n/a
5. Will this change affect expiration or extent of insurance coverage? \_\_\_\_\_yes    \_\_\_\_\_no  
 If yes, will the policies be extended? \_\_\_\_\_yes    \_\_\_\_\_no

The sum of \$\_\_\_\_\_, is hereby (added to)(deducted from) the total contract price, and the total adjusted contract price to date thereby is \$\_\_\_\_\_.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by \_\_\_\_\_ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: \_\_\_\_\_yes/no \_\_\_\_\_\$/days\_\_\_\_\_

Total \$\_\_\_\_\_.

Recommended by \_\_\_\_\_  
*Engineer* *Date*

Accepted by \_\_\_\_\_  
*Contractor* *Date*

Approved by \_\_\_\_\_  
*Owner* *Date*

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated \_\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_

this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## BID

Proposal of \_\_\_\_\_  
(hereinafter called "BIDDER"), organized and existing under the Laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_.\*. To  
the \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK  
for the construction of \_\_\_\_\_  
\_\_\_\_\_

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at  
the prices stated below.

BIDDER certifies (in the case of a joint BID each party thereto certifies as to his own organization)  
that this BID has been arrived at independently, without consultation, communication, or agreement  
as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified  
in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ consecutive  
calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount stated  
in the Special Conditions for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

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

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**BID SCHEDULE**

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

SRF ELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

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TOTAL: ELIGIBLE

\$ \_\_\_\_\_



ITEMS INELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

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TOTAL: INELIGIBLE \$ \_\_\_\_\_

TOTAL OF BID .....\$ \_\_\_\_\_

LUMP SUM PRICE (if applicable) .....\$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

(SEAL - if BID is by a corporation)

ATTEST \_\_\_\_\_

Note: If any alternates are included, identify each separately.

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_\_\_ calendar days after the date of the NOTICE TO PROCEED and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_, as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a. Advertisement for Bids
  - b. Information for Bidders
  - c. Bid
  - d. Bid Bond
  - e. Agreement
  - f. General Conditions
  - g. SRF Contract Conditions
  - h. Special Conditions
  - i. Technical Specifications

- j. Payment Bond
- k. Performance Bond
- l. Notice of Award
- m. Notice to Proceed
- n. Change Order
- o. Drawings as stated in Special Conditions
- p. ADDENDA:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their  
duly authorized officials, this Agreement in (\_\_\_\_\_) counterparts, each of  
Number of Copies

which shall be deemed an original on the date first above written.

OWNER\_\_\_\_\_

By\_\_\_\_\_

(SEAL)

Name\_\_\_\_\_ (Please Type)

ATTEST:

Title\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_ (Please Type)

Title \_\_\_\_\_

CONTRACTOR\_\_\_\_\_

By\_\_\_\_\_

Name\_\_\_\_\_ (Please Type)

(SEAL)

Address\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_ (Please Type)

Title \_\_\_\_\_

## **APPENDIX C**

**Proposed Schedule for Construction (DHEC Form 3588)**



Project Name: \_\_\_\_\_  
Project No.: \_\_\_\_\_

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM  
SCHEDULE FOR CONSTRUCTION**

Please provide proposed dates for the following: *(To be completed by the sponsor or consulting engineer)*

Bid Opening \_\_\_\_\_

Contract Execution \_\_\_\_\_

Notice to Proceed \_\_\_\_\_

Construction Start/Initiation of Construction \_\_\_\_\_

DHEC Permit to Operate/Initiation of Operation \_\_\_\_\_

Construction Completion \_\_\_\_\_

In addition, estimated dates for the following items should be provided and must be prior to placing project in operation *(if applicable)*:

Sewer Use Ordinance enactment date \_\_\_\_\_

Pretreatment Program enactment date \_\_\_\_\_

Prepared by: \_\_\_\_\_

Consulting Engineering Firm or Sponsor's Name: \_\_\_\_\_

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

*Submit to:  
SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*