

	District Five of Lexington and Richland Counties Invitation for Bid	Solicitation #	2026-027
		Date Issued	February 11, 2026
		Procurement Official	Lauren Bové, CPPO, CPPB
		Phone	(803) 476-8182
		E-Mail Address	D5bids@lexrich5.org

DESCRIPTION	Culvert Replacement at CrossRoads Intermediate School		
<i>The Term "Offer" Means Your "Bid" or "Proposal"</i>			
SUBMIT OFFER BY	March 04, 2026 @ 11:00 am		
QUESTIONS MUST BE RECEIVED BY	February 25, 2026 @ 12:00 pm	Electronically to D5bids@lexrich5.org	
NUMBER OF COPIES TO BE SUBMITTED	One (1)		

Offers must be submitted in a sealed package. Solicitation number & Opening Date must appear on package exterior.

SUBMIT YOUR SEALED OFFER TO:

District Five of Lexington and Richland Counties
Purchasing Office
1020 Dutch Fork Road
Irmo, SC 29063

CONFERENCE TYPE: Non-Mandatory Pre-Bid Conference DATE & TIME: February 18, 2026 @ 9:00 am As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions	LOCATION: CrossRoads Intermediate School 6949 St. Andrews Road, Columbia, SC 29212
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------

AWARD & AMENDMENTS	The award, this solicitation, and any amendments will be posted at the following web address: https://www.lexrich5.org/departments/office-of-finance/procurement/solicitations-and-awards
-------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

You **must** submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date.

NAME OF OFFEROR (Full legal name of business submitting the offer)		OFFEROR'S TYPE OF ENTITY: (Check one) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (tax-exempt) <input type="checkbox"/> Corporate entity (not tax-exempt) <input type="checkbox"/> Government entity (federal, state, or local) <input type="checkbox"/> Other _____ (See "Signing Your Offer" provision.)
AUTHORIZED SIGNATURE (Person signing must be authorized to submit a binding offer to enter into a contract on behalf of Offeror named above.)		
TITLE (Business title of person signing above)		
PRINTED NAME (Printed name of person signing above)	DATE SIGNED	
Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror above. The entity named as the Offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.		
STATE OF INCORPORATION (If Offeror is a corporation, identify the state of Incorporation.)	TAXPAYER IDENTIFICATION NO.	

COVER PAGE

PAGE TWO

TABLE OF CONTENTS

- I. Scope of Solicitation
- II. Instructions to Offerors
 - A. General Instructions
 - B. Special Instructions
- III. Scope of Work / Specifications
- IV. Information for Offerors to Submit
- V. Qualifications
- VI. Award Criteria
- VII. Terms and Conditions
 - A. General
 - B. Special
- VIII. Bidding Schedule / Cost Proposal
- IX. Attachments to Solicitation

I. SCOPE OF SOLICITATION

School District Five of Lexington and Richland Counties is soliciting competitive sealed bids from qualified contractors to remove and replace a culvert at CrossRoads Intermediate School (6949 St. Andrews Road Columbia, SC 29212).

ACQUIRE SERVICES & SUPPLIES/EQUIPMENT: The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions.

II. INSTRUCTIONS TO OFFERORS – A. GENERAL INSTRUCTIONS

DEFINITIONS, CAPITALIZATION, AND HEADINGS: CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the Board of Trustees of District Five of Lexington and Richland Counties.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT means all types of District Five of Lexington and Richland Counties' agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, equipment or construction.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the Contractor to make changes which the clause of the contract TITLED "Changes, "if included herein, authorizes the Procurement Coordinator to order without the consent of the Contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <https://www.lexrich5.org/departments/office-of-finance/procurement/solicitations-and-awards> (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AUTHORIZED AGENT: All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract.

AWARD NOTIFICATION: Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, the most recent notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value more than one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation. Unless a written notice of intent to protest is timely filed pursuant to Section 11-35-4210(1)(b) or the award is otherwise suspended or canceled, the award will be effective on the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given. When only one response is received, the notice of intended award and the seven-day delay of award may be waived.

BID/PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with District Five of Lexington and Richland Counties. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH and DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS. (a) By submitting an offer, the offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

- (2)(i) Has been authorized, in writing, to act as agent for the Offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the Offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

- (a)
 - (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
 - (i) Offeror and/or any of its Principals
 - (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
 - (B) Have not, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
 - (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default. Check for federal and state disbarments at www.sam.gov and <http://procurement.sc.gov/legal/legal-suspend-debar>.

CODE OF LAWS AVAILABLE: The District's Procurement Code is available at: www.lexrich5.org.

CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any

District entity.

DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE

("OCI FAQ for Contractors" is available at www.procurement.sc.gov)

(a) You certify that, after reasonable inquiry, to the best of your knowledge and belief: (1) your offer identifies any services that relate to either this solicitation or the work and that have already been performed by you, a proposed subcontractor, or an affiliated business or consultant of either; and (2) there are no relevant facts or circumstances that may give rise to an actual or potential organizational conflict of interest, as defined in S.C. Code Ann. Reg. 19-445.2127, or that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award.

(b) If you, a proposed subcontractor, or an affiliated business or consultant of either, have an unfair competitive advantage or an actual or potential conflict of interest, the District may withhold award. Before withholding award on these grounds, the District will notify you of the concerns and provide a reasonable opportunity for you to respond. The District may consider efforts to avoid or mitigate such concerns, including restrictions on future activities.

(c) The certification in paragraph (a) of this provision is a material representation of fact upon which the District will rely when considering your offer for award.

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer of the District or their designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated District office or mailroom as instructed on the Cover page prior to the bid opening.

DISTRICT OFFICE CLOSINGS: If an emergency or unanticipated event interrupts normal processes so that offers cannot be received at the District as designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal district processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule the bid opening. If district offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <http://www.lexrich5.org>

DRUG FREE WORK PLACE CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention. See clause entitled "Questions from Offerors."

ETHICS CERTIFICATE: By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The district may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

MULTIPLE OFFERS: Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. If this solicitation is an Invitation for Bids, each separate offer must be submitted or uploaded as a separate document and must clearly indicate that it is a separate offer. If this solicitation is a Request for Proposals, multiple offers may be submitted or uploaded as one document, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable.

OMIT TAXES FROM PRICE: Do not include any sales or use taxes in your price that the District may be required to pay.

OPEN TRADE REPRESENTATION: By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

PRICING: (a) Fixed Price. If a fixed price is required, award will not be made on an Offer if the total possible price to the District cannot be determined. (b) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. S.C. Code Ann. Reg 19-445.2070E. (c) Unbalanced Pricing. The District will analyze all offers with separately priced line items or subline items to determine if the prices are unbalanced. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly over or understated. The responsible procurement officer may reject an offer as unreasonably priced if she determines that unbalanced pricing increases performance risk (e.g., it is so unbalanced as to be tantamount to allowing an advanced payment) or could result in payment of unreasonably high prices. S.C. Code Ann. Reg. 19-445-2122C.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: Any employee or any official of the school District, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm of corporation, offering, bidding for, or in open market seeking to make sales to the school District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

PROHIBITED COMMUNICATIONS AND DONATIONS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the District or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer.

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the District during the period beginning eighteen months prior to the Opening Date.

PROTESTS: If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest the solicitation or an amendment, your written protest must be received within fifteen Days of the date of the applicable solicitation document is issued. To protest an award, (i) written notice of your intent to protest must be received within seven Business Days of the date the award notice is posted and (ii) your actual written protest must be received within fifteen Days of the date the award notice is posted. Time periods are computed in accordance with Section 11-35-310(13) and the definitions of Day and Business Day. Both protests and notices of intent to protest must be received by the Coordinator of Procurement. (b) Pursuant to Section 11-35-410, documents directly connected to a procurement activity may be available within five days after request. All document requests should be directed to D5bids@lexrich5.org. If a protest is pending, the protestant's lawyer may access otherwise unavailable information by applying to the CPO for the issuance of a protective order.

ANY PROTEST MUST BE ADDRESSED TO THE CHIEF PROCUREMENT OFFICE AND SUBMITTED IN

WRITING

(a) by email to D5bids@lexrich5.org, or

(B) School District Five of Lexington and Richland Counties, 1020 Dutch Fork Road, Irmo, SC 29063

Lauren Bové, CPPO, CPPB, Coordinator of Procurement
School District Five of Lexington and Richland Counties
1020 Dutch Fork Road
Irmo, SC 29063
Fax: 803-476-8140
E-Mail: lbove@lexrich5.org

PUBLIC OPENING: Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable.

QUESTIONS FROM OFFERORS:

(a) Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. We will not identify you in our answer to your question. (b) The District seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation, that unnecessarily or inappropriately limits full and open competition.

Email is the preferred method for submitting with “Questions: Solicitation # as the subject of the email.”
Questions must be submitted in an easily copied format such as Word.

Email: D5bids@lexrich5.org

Questions may also be submitted to the address listed on the Cover Page of this document or faxed to (803) 476-8138.

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS: (a) Award will not be made on a nonresponsive offer. An offer is nonresponsive (i) if it does not constitute an unambiguous offer to enter into a contract with the District, or (ii) if it imposes conditions inconsistent with, or does not unambiguously agree to, the solicitation’s material requirements. (b) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

SIGNING YOUR OFFER: Every Offer must be signed by an individual with actual authority to bind the Offer. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

DISCLOSURE OF YOUR BID/PROPOSAL & SUBMITTING CONFIDENTIAL DATA: According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request, must

comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public. IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE DISTRICT MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD

(b) By submitting a response to this solicitation or request, Offeror agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected. (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure.

(c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer.

(d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive.

(e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text.

(f) In determining whether to release documents, the District will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the District, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.)

SUBMITTING A PAPER OFFER OR MODIFICATION: (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Address to the Office of Procurement Services as specified in the Solicitation (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation.

TAXPAYER IDENTIFICATION NUMBER: (a) If Offeror is owned or controlled by a common parent as defined in paragraph (b) of this provision, Offeror shall submit with its Offer the name and TIN of common parent.

(b) Definitions: "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member. "Taxpayer Identification Number (TIN)," as used in this provision, means the number required

by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(c) If Offeror does not have a TIN, Offeror shall indicate if either a TIN has been applied for or a TIN is not required. If a TIN is not required, indicate whether (i) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; (ii) Offeror is an agency or instrumentality of a state or local government; (iii) Offeror is an agency or instrumentality of a foreign government; or (iv) Offeror is an agency or instrumentality of the Federal Government.

VENDOR REGISTRATION: Offerors who have not provided products/services to the District in the past or within the past three years should complete a W-9 and submit it with your offer.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085.

II. INSTRUCTIONS TO OFFERORS – B. SPECIAL INSTRUCTIONS

BID BOND: Your offer must include either a bid bond issued by a surety or sureties licensed in South Carolina or a check. The amount of surety shall be five per cent (5%) of the total bid amount. This bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. If a certified check is submitted in lieu of a bid bond, it must be made payable to the District.

BID SUBMITTAL: All bidding documents must be submitted in a sealed envelope. Do not include more than one bid per envelope. The face of the envelope shall contain the bid title, the bid number, and the date and time of bid opening. Bids not submitted on the bid form will be subject to rejection. The district assumes no responsibility for unmarked or improperly marked envelopes.

BID SAMPLES OR DESCRIPTIVE LITERATURE: Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19445.2077D.

BACKGROUND CHECKS: The vendor and all representatives of the vendor must have an acceptable background check to enter school property. At a minimum, the Bidder shall obtain a complete South Carolina statewide criminal background investigation for all individuals and employees performing work or services for Bidder or any other entities such as subcontractors, sub-sub-contractors, and consultants who will perform work or a service on this project. In the event that the individual being investigated is from out of state, the criminal background investigation shall be broadened to include their home state, as well as the state of South Carolina as outlined above. The company providing such information must be recognized by local law enforcement agency as qualified to do so. In addition, the Bidder shall check employees against the National Database of Registered Sex Offenders. Any individual that is registered as a sex offender will not be permitted on school property. All costs associated with these criminal background checks are the responsibility of the bidder. The District reserves the right to request a copy of SLED checks on any representatives of the Vendor who will be on District property. The District reserves the right to deny access to any employee, contractor or person caused to be present on District property by the vendor/contractor. Removal of employees on this basis shall not disrupt the project schedule or cost.

CONFERENCE – PRE- BID/PROPOSAL: Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the District. The District assumes no responsibility for

any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the District assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

Pre-Bid/Proposal Conference Date and Time: February 18, 2026 @ 9:00 am
Location of Pre-Bid/Proposal Conference: CrossRoads Intermediate School
6949 St. Andrews Road, Columbia, SC 29212

RESPONSIVENESS – CORRECTION OF NON-CONFORMITY: Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer.

SITE VISIT: Bidders are strongly encouraged to visit the site(s) prior to bidding to inspect. All visitors are required to check in at the front office of the school upon arrival.

EVERY RESULTING CONTRACT IS SUBJECT TO ALL TERMS OF THE DISTRICT PROCUREMENT CODE INCLUDING LIMITATIONS AS TO DURATION, RIGHTS OF THE DISTRICT TO TERMINATE AND MEANS OF DISPUTE RESOLUTION. NO RESULTING CONTRACT IS RENEWABLE EXCEPT TO THE EXTENT PROVIDED IN THE SOLICITATION. NO VENDOR TERMS TAKE PRECEDENCE OVER THE SOLICITATION AND DISTRICT PROCUREMENT CODE.

III. SCOPE OF WORK / SPECIFICATIONS

SCOPE OF WORK:

School District Five of Lexington and Richland Counties is soliciting competitive sealed bids from qualified contractors to remove and replace a culvert at CrossRoads Intermediate School (6949 St. Andrews Road Columbia, SC 29212).

SPECIFICATIONS:

REFERENCE SPECIFICATIONS PREPARED BY ADC ENGINEERING.

DELIVERY/ PERFORMANCE LOCATION – PURCHASE ORDER: After award, all deliveries must be made and all services provided to the location specified by the District in its purchase order.

IV. INFORMATION FOR OFFERORS TO SUBMIT

INFORMATION FOR OFFERORS TO SUBMIT – GENERAL: Offeror shall submit a signed Cover Page, Page Two, and Amendments (if applicable). Offeror should submit all other information and documents requested in this part and in parts II.B. Special Instructions; III. Scope of Work; V. Qualifications; and any appropriate attachments addressed in section IX. Attachments to Solicitations. You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier’s A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis.

REFERENCES Provide a minimum of three (3) references from employers with similar contracts. References to include the name, contact person, telephone number, email address, and type of services performed.

SUBMITTING REDACTED OFFERS: If your offer includes any information that you marked as “Confidential,” “Trade Secret,” or “Protected” in accordance with the clause entitled “Submitting Confidential Information,” you must also submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled “Electronic Copies - Required Media and Format.”) Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password.

V. QUALIFICATIONS

QUALIFICATION OF OFFEROR: (1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or (ii) any subcontractor you identify. (2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection. (3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on procurement.sc.gov, link to “Standard Clauses & Provisions.”

QUALIFICATIONS – REQUIRED INFORMATION: Submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled subcontractor – Identification. Err on the side of inclusion. You represent that the information provided is complete.

- (a) Provide information on the company's background including the number of years in business in providing work of similar size and scope as described in this solicitation.
- (b) Offeror shall provide (3) references demonstrating company's background and experience of contracts that are similar in size and type, preferably in a K-12 setting. References should be for work completed within the last two (2) years and should be on the same scope as described within this offer (Submit on enclosed Reference Form).
- (c) List of failed projects, suspensions, debarments, and significant litigation. If no such list exists, please include a statement to that fact.

VI. AWARD CRITERIA

AWARD CRITERIA - BIDS: Award will be made to the lowest responsive and responsible bidder.

AWARD TO ONE OFFEROR: Award may be made to one Offeror.

VII. TERMS AND CONDITIONS – A. GENERAL

ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE:

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the District shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific District contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the District. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is cancellable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE-OF-LAW: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT AWARDED PURSUANT TO CODE: Any contract resulting from this solicitation is formed pursuant to the District's Procurement Code and is deemed to incorporate all applicable provisions thereof and the ensuing regulations. See also clause titled "Code of Laws Available."

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) the solicitation, as amended, (2) your offer, as amended, (3) any statement reflecting the District's final acceptance (a/k/a "award"), and (4) purchase orders. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

(b) The terms and conditions of documents (1) through (4) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) any instrument submitted by the District other than a purchase order, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed by the solicitation, the terms and conditions of all such documents and any purchase orders shall be void and of no effect.

(c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the District. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT: (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices. (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or a legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES: (1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. The government does not consent to the jurisdiction of any judicial or administrative tribunals in any other state or to any forum of alternative dispute resolution. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms, except as otherwise provided in this solicitation. This clause does not prohibit contractor from offering lower pricing after award.

NO INDEMNITY OR DEFENSE: Any term or condition is void to the extent it requires the District to indemnify, defend, or pay attorney's fees to anyone for any reason.

NOTICE: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) ten days after deposit into the

United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the District shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

OPEN TRADE: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

ORGANIZATIONAL CONFLICT OF INTEREST: (a) The Contractor agrees to immediately advise the Procurement Officer if an actual or potential organizational conflict of interest is discovered after award, and to make a full written disclosure promptly thereafter to the Procurement Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(b) The District may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not increase the obligation of the District beyond what it would have been if the subcontract had contained such a clause.

(c) The disclosure required by paragraph (a) of this provision is a material obligation of the contract. If the Contractor knew or should have known of an organizational conflict of interest prior to award, or discovers an actual or potential conflict after award, and does not disclose, or misrepresents, relevant information to the Procurement Officer, the District may terminate the contract for default.

PAYMENT & INTEREST: (a) The District shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the District. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check mailed to the payment address on "page Two." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the District shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the District shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The District shall have all of its common law, equitable and statutory rights of set-off.

PUBLICITY: Contractor shall not publish any comments or quotes from District employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.

PURCHASE ORDERS: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. Purchase order number must be clearly stated on each carton or package, shipping ticket, invoice and any/all other information related to the order.

SURVIVAL OF OBLIGATIONS: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation,

rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.

TAXES: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the District, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the District. It shall be solely the District's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the District to contractor, contractor shall be liable to the District for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor.

TERMINATION: Subject to the conditions below, the District, providing a (30) thirty-day advance written notice is given to the vendor, may terminate the contract for any reason.

NON-APPROPRIATIONS: Any contract entered into by the District resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

FOR CONVENIENCE: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

FOR CAUSE: Termination by the District for cause, default or negligence on the part of the vendor shall be excluded from the foregoing conditions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default clause in this bid shall apply.

DEFAULT: In case of default by the vendor, the District reserves the right to purchase any or all items in default in the open market, charging the vendor with any additional costs. The defaulting vendor shall not be considered a responsible bidder until the assessed charge has been satisfied.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

THIRD PARTY BENEFICIARY: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary or otherwise.

WAIVER: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of District's rights under this Contract. Any waiver must be in writing.

VII. TERMS AND CONDITIONS – B. SPECIAL

1. The Contractor shall furnish all labor, equipment, transportation, materials, and supplies necessary to complete the work as specified.
2. Contractors are required to check in at the main office of each school immediately upon arrival.
3. Contractor and their staff should have a form of identification on at all times during the job.
4. The Contractor shall maintain workplace safety standards and exercise precautions at all times for the protection and safety of their employees, District staff, students, and the general public.
5. The Contractor shall provide portable toilet facilities onsite for their staff.
6. The Contractor shall coordinate access with the designated school representative and adhere to any restrictions regarding work hours, student safety, and noise limitations.

7. The Contractor's employees shall take all reasonable means not to interrupt the flow of student traffic in building corridors, lobbies and stairs. All necessary and reasonable safety precautions shall be taken to prevent injury to building occupants while transporting materials and equipment through the building to the work area. Providing safe, accessible, plywood pedestrian ways around construction may be required if a suitable alternate route is not available.
8. The Contractor shall repair and return to their original state all areas damaged or disturbed by the contractor.
9. The Contractor shall be responsible for the removal and disposal of all debris created from this project. The Contractor shall not dispose of any material in district-owned trash containers or on district property.
10. Use of District communications facilities (telephone, computers, etc.) by the Contractor is prohibited, unless prior arrangements are made with District Representative.
11. All Contractor employees shall comply with the District's smoke-free and tobacco-free regulations. The use of tobacco products is strictly prohibited in any building or on the grounds of any District property.
12. **Performance Period:** Work shall begin on May 01, 2026 and be substantially complete on July 1, 2026. The work shall be finally complete on July 15, 2026.
 - a. Time of Substantial Completion: Unless an extension of time is granted, work under this contract shall be substantially complete on July 1, 2026. Substantial completion is defined as the date all work is certified by the District's designee as being sufficiently complete in accordance with the contract documents, so that people may safely occupy the workspace for use of which it was intended.
 - b. Time of Final Completion: Unless an extension is granted, work under this contract shall be finally complete on July 15, 2026.
13. The Contractor is responsible for securing all necessary permits and/or licenses required by the State of South Carolina or local municipalities. The expense for all permits shall be incurred by the contractor.
14. Per South Carolina law, Contractors awarded contracts exceeding \$5,000 must hold a valid license issued by the SC Contractors Licensing Board, if required for the scope of work. The Contractor's license number must be indicated on the bid envelope, and a copy of the license(s) must be included in the bid package.
15. For construction projects over \$50,000.00, the successful bidder will be required to submit a Performance and Payment Bond in the amount of 100% of the contract amount.
16. **All bids over \$100,000.00 must be accompanied by a 5% Bid Bond with Power of Attorney.**

CHANGES:

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) Drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the District in accordance therewith;
- (b) Method of shipment or packing;
- (c) Place of delivery;
- (d) Description of services to be performed;
- (e) Time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) Place of performance of the services.

Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

COMPLIANCE WITH LAWS: During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

CONTRACTS: Every resulting contract is subject to all terms of the District procurement code including limitations as to duration, rights of the district to terminate and means of dispute resolution. No resulting contract is renewable except to the extent provided in the solicitation. No vendor terms take precedence over the solicitation and the District's procurement code.

CONTRACT LIMITATIONS: No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.

CONTRACTOR'S LIABILITY INSURANCE - GENERAL

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) The District, its officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the District or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

CONTRACTOR PERSONNEL: The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

CONTRACTOR'S USE OF DISTRICT PROPERTY: Upon termination of the contract for any reason, the District shall have the right, upon demand, to obtain access to, and possession of, all District properties, including, but not limited to, current copies of all District application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the District without the District's written consent, except to the extent necessary to carry out the work.

DEFAULT:

(a) (1) The District may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The District's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the District terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the District for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the District in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the District may require the Contractor to transfer title and deliver to the District, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the District has an interest.

(f) The District shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the

Disputes clause. The District may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the District, be the same as if the termination had been issued for the convenience of the District. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the District, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the District in this clause are in addition to any other rights and remedies provided by law or under this contract.

DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.

ILLEGAL IMMIGRATION: (An overview is available at www.procurement.sc.gov) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractor's language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractor's language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

INDEMNIFICATION - THIRD PARTY CLAIMS - GENERAL: Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means District Five of Lexington and Richland Counties, its instrumentalities, agencies, departments, boards, and all their respective officers, agents and employees.

LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.

MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.

OFFSHORE CONTRACTING PROHIBITED

No part of the resulting contract from this solicitation may be performed offshore of the United States by persons

located offshore of the United State or by means, methods, or communications that, in whole or in part, take place offshore of the United States.

PRICE ADJUSTMENTS: (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (b) By unit prices specified in the Contract or subsequently agreed upon;
- (c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- (d) in such other manner as the parties may mutually agree; or,
- (e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

PRICING DATA – AUDIT – INSPECTION: [Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220]

(a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to Contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with Contractor which exceeds \$100,000. Your price, including profit or fee, shall be adjusted to exclude any significant sums by which the District finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The District may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 1135-2220(2). (c) Inspection. At reasonable times, the District may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the District context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the District context). I Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERMINATION FOR CONVENIENCE: (1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in a accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor’s failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District’s right to require the termination of a subcontract, or (ii) increase the obligation of the District beyond what it would have been if the subcontract had contained an appropriate clause.

Bidding Schedule

Vendor Name: _____

The bid price includes all labor, materials, equipment, tools, permits, taxes, and services required to fully and satisfactorily complete the culvert replacement Crossroads Intermediate School, in strict accordance with all applicable bid documents, specifications, and scope of work described herein.

CROSSROADS INTERMEDIATE SCHOOL
6949 St. Andrews Road, Columbia, SC 29212

\$ _____
Total Cost

SIGNATURE OF AUTHORIZED OFFICIAL: _____

PRINT NAME AND TITLE: _____

ATTACHMENTS TO SOLICITATION

LIST OF ATTACHMENTS

The following documents are attached to this solicitation:

- A. References
- B. Offeror's Checklist
- C. Specifications for Site Clearing
- D. Specifications for Rip Rap
- E. Specifications for Turf and Grasses
- F. Specifications for Site Storm Drainage Utilities

ATTACHMENT A

REFERENCES

Instructions: Provide three references of customers that you have provided similar services as is described in this solicitation. The list of References shall be completed in its entirety and submitted with the bid response.

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

Company/School Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Email: _____

Type of Service: _____

ATTACHMENT B
Offeror's Checklist

OFFEROR'S CHECKLIST

AVOID COMMON BID/PROPOSAL MISTAKES

Review this checklist prior to submitting your bid/proposal.

If you fail to follow this checklist, you risk having your bid/proposal rejected.

- ✓ COMPLETED & SIGNED ALL REQUIRED DOCUMENTS.
- ✓ DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- ✓ UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES!
- ✓ REREAD YOUR ENTIRE BID/PROPOSAL TO MAKE SURE YOUR BID/PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE DISTRICT'S MANDATORY REQUIREMENTS!
- ✓ MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE INSTRUCTIONS: "SUBMITTING CONFIDENTIAL INFORMATION." DO NOT MARK YOUR ENTIRE RESPONSE AS CONFIDENTIAL, TRADE SECRET OR PROTECTED! DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!
- ✓ HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- ✓ MAKE SURE THAT YOUR BID/PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- ✓ MAKE SURE YOUR BID/PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- ✓ CHECK TO ENSURE YOUR OFFER INCLUDES EVERYTHING REQUESTED!
- ✓ IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A QUESTION & ANSWER PERIOD OR A PRE-SOLICITATION CONFERENCE, RAISE YOUR QUESTIONS AS PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING "SUBMISSION OF QUESTIONS" AND ANY PROVISIONS REGARDING PRE-BID/PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your offer.

SUBMIT WITH OFFER:

1. Cover Page
2. Page 2
3. Bid Schedule
4. Reference Sheet
5. Completed W-9
6. Copy of License(s), if applicable
7. Certificate of Insurance (COI)
8. Bid Bond

SECTION 323113 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Chain-link fences.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
 - a. Fence and gate posts, rails, and fittings.
 - b. Chain-link fabric, reinforcements, and attachments.

1.5 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of chain-link fence, and gate.

1.6 FIELD CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
 - a. Failure to comply with performance requirements.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - c. Faulty operation of gate operators and controls.

2. Warranty Period: 1 year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to ASCE/SEI 7.
 1. Design Wind Load:
 - a. Minimum Post Size: Determine according to ASTM F1043 for post spacing not to exceed 10 feet for Material Group IA, ASTM F1043, Schedule 40 steel pipe.

- B. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
 1. Fabric Height: As indicated on Drawings.
 2. Steel Wire for Fabric: Wire diameter of 0.148 inch.
 - a. Mesh Size: 2 inches.
 - b. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.

 3. Selvage: Knuckled at both selvages.

2.3 FENCE FRAMEWORK

- A. Posts and Rails: ASTM F1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 based on the following:
 1. Fence Height: 72 inches.

 2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40

- a. Line Post: 1.9 inches (48 mm) in diameter.
 - b. End, Corner, and Pull Posts: 2.875 inches (73 mm) in diameter.
3. Horizontal Framework Members: Top rails according to ASTM F1043.
- a. Top Rail: 1.66 inches (42 mm) in diameter.
4. Brace Rails: ASTM F1043.
5. Metallic Coating for Steel Framework:
- a. Type A: Not less than minimum 2.0-oz./sq. ft. (0.61-kg/sq. m) average zinc coating according to ASTM A123/A123M or 4.0-oz./sq. ft. (1.22-kg/sq. m) zinc coating according to ASTM A653/A653M.

2.4 TENSION WIRE

- A. Metallic-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, marcelled tension wire according to ASTM A817 or ASTM A824, with the following metallic coating:
- 1. Type I: Aluminum coated (aluminized).

2.5 SWING GATES

- A. General: ASTM F900 for gate posts and double swing gate types.
- 1. Gate Leaf Width: As indicated.
 - 2. Framework Member Sizes and Strength: Based on gate fabric height of 72 inches.
- B. Pipe and Tubing:
- 1. Zinc-Coated Steel: ASTM F1043 and ASTM F1083
 - 2. Gate Posts: Round tubular steel
 - 3. Gate Frames and Bracing: Round tubular steel.
- C. Hardware:
- 1. Hinges: 360-degree inward and outward swing.
 - 2. Latch: Permitting operation from both sides of gate

2.6 FITTINGS

- A. Provide fittings according to ASTM F626.
- B. Post Caps: Provide for each post.
- 1. Provide line post caps with loop to receive tension wire or top rail.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.

- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches (152 mm) long.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: [Steel, hot-dip galvanized after threading] [Mill-finished aluminum] rod and turnbuckle or other means of adjustment.
- H. Tie Wires, Clips, and Fasteners: According to ASTM F626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
 - a. Hot-Dip Galvanized Steel: 0.148-inch-diameter wire
- I. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. (366 g/sq. m) of zinc.

2.7 GROUT AND ANCHORING CEMENT

- A. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C1107/C1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

2.8 GROUNDING MATERIALS

- A. Connectors and Grounding Rods: Listed and labeled for complying with UL 467.
 - 1. Connectors for Below-Grade Use: Exothermic welded type.
 - 2. Grounding Rods: Copper-clad steel, 5/8 by 96 inches (16 by 2440 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
 - 1. Do not begin installation before final grading is completed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F567 and more stringent requirements specified.
 - 1. Install fencing on established boundary lines inside property line.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Concealed Concrete: Place top of concrete 2 inches below grade to allow covering with surface material.
 - b. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with **[nonshrink, nonmetallic grout]** [or] **[anchoring cement]**, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
- D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
- E. Line Posts: Space line posts uniformly at 10 feet o.c.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.

1. Locate horizontal braces at midheight of fabric 72 inches (1830 mm) or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- G. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
1. Extended along bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches (152 mm) of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- H. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches (380 mm) o.c.
- K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.
1. Maximum Spacing: Tie fabric to line posts at 12 inches (300 mm) o.c. and to braces at 24 inches (610 mm) o.c.
- L. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side.

3.4 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation.

3.5 GROUNDING AND BONDING

- A. Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
- B. Fence and Gate Grounding:
1. Ground fence on each side of gates and other fence openings.
 - a. Bond metal gates to gate posts.

- b. Bond across openings, with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2 AWG wire and bury it at least 18 inches (457 mm) below finished grade.
- C. Protection at Crossings of Overhead Electrical Power Lines: Ground fence at location of crossing and at a ground rod located a maximum distance of 150 feet (45 m) on each side of crossing.
- D. Grounding Method: At each grounding location, drive a grounding rod vertically until the top is 6 inches (152 mm) below finished grade. Connect rod to fence with No. 6 AWG conductor. Connect conductor to each fence component at grounding location.
 - 1. Make grounding connections to each barbed wire strand with wire-to-wire connectors designed for this purpose.
 - 2. Make grounding connections to each barbed tape coil with connectors designed for this purpose.
- E. Connections:
 - 1. Make connections with clean, bare metal at points of contact.
 - 2. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 3. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 4. Make above-grade ground connections with mechanical fasteners.
 - 5. Make below-grade ground connections with exothermic welds.
 - 6. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.6 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION 323113

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hydroseeding.
 - 2. Sodding.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" and drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.

- C. Product Certificates: For fertilizers, from manufacturer.
- D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Experience: Five years' experience in turf installation
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 3. Pesticide Applicator: State licensed, commercial.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
- C. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.

1.7 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: End of March – Early October
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Full Sun: Bermuda grass (*Cynodon dactylon*) mix with Bahia grass per project plans.

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Bermuda grass (*Cynodon dactylon*) - for non-sports fields.

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb./1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- C. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.

2.5 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to "Soil Preparation (Performance Specification)."
- B. Placing Planting Soil: Blend planting soil in place.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.

- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, commercial fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with nonasphaltic or fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre (15.6-kg/92.9 sq. m) dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.5 SODDING

- A. Lay sod within 24 hours of harvesting unless a suitable preservation method is accepted by Architect prior to delivery time. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.6 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Contractor to provide water truck and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm) to get grass started.
 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch.
 2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Engineer:
 1. Satisfactory grass areas: a healthy, well-rooted, even-colored, viable turf has been established covering a minimum 80% over the extent of disturbed areas.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

END OF SECTION 329200

SECTION 313700 - RIP RAP

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers materials, labor and equipment for placement of rip rap for slope protection and erosion control as indicated on the drawings and as specified herein.

1.2 LUMP SUM PRICE

- A. The items listed in the bid shall be considered as sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not specifically listed in the bid form shall be deemed a part of the item with which it is associated and shall be included in the lump sum price. The price shall be full compensation for all material, equipment, labor, testing, construction supervision and all other work required for satisfactory completion of rip rap placement.

1.3 UNIT PRICES

- A. None this Section.

1.4 SUBMITTALS

- A. None this Section.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver and store materials in a manner to prevent contamination or segregation. Do not stockpile materials in a manner or location that will cause excessive wetting or transporting of materials off-site or into storm drainage collection systems.

1.6 REGULATORY REQUIREMENTS

- A. Comply with Federal, State, and local regulations.
- B. Comply with the requirements of the stamped approved drawings issued for this project and South Carolina Department of Environmental Services (SCDES) and/or the MS4 requirements.

1.7 QUALITY ASSURANCE

- A. Materials: All material submittals shall be submitted by the Contractor and reviewed and accepted in writing by the Engineer prior to ordering of any materials.
- B. Manufacturer: Material and equipment shall be the standard products of a manufacturer who has manufactured them for a minimum of 2 years and who provides published data on the quality and performance of the projects.

- C. Equipment: Shall be well maintained, suited for the intended work and capable of delivering the finished product to the standards shown on drawings and as specified herein.

PART 2 - PRODUCTS

2.1 RIP RAP

- A. Rip rap shall comply with requirements as specified in Section 804 of the SCDOT Standard Specifications for Highway Construction and addendums.

PART 3 - EXECUTION

3.1 SITE PREPARATION

- A. The surface to receive the rip rap shall be prepared to a relatively smooth condition free of obstructions, depressions, debris, and soft or low-density pockets of material.
- B. Rip rap shall be placed in the manner and at the locations shown on the drawings.
- C. The contours and elevations shown on the drawings are to the surface of the stone.

3.2 PLACEMENT

- A. The minimum thickness or depth of stone layer shall be 2.6 feet.
- B. Placement shall begin in the trench at the bottom of the slope with filter fabric wrapped in stone at least 6 feet up the slope. The entire mass of stone shall be placed to be in conformance with the lines, grades, and thicknesses shown on the drawings.
- C. Rip rap shall be placed to its full course thickness in one operation and in such a manner as to avoid displacing the underlying material.
 - 1. Placement of rip rap in layers, or by dumping into chutes, or by similar methods likely to cause segregation will not be permitted.
 - 2. Stones shall not be dropped from a height greater than 3 feet during placement of the stones on top of filter fabric.
- D. The larger stones shall be well distributed, and the entire mass of stone shall conform to the gradation specified. All materials that are part of rip rap protection shall be placed and distributed so there will be no large accumulations of either the larger or smaller sizes of stone.

3.3 INSPECTIONS

- A. Notify the Owner, Project Representative and Engineer a minimum of 72 hours prior to all required observations, inspections, or tests.
- B. All work conducted and materials furnished shall be subject to review by the Engineer or the Project Representative.

- C. All improper work shall be reconstructed and all materials which do not conform to the requirements of the specifications shall be removed from the work upon written notice.
 - 1. The Engineer shall have the right to mark materials as rejected to distinguish them as such.

3.4 ACCEPTANCE

- A. Final acceptance will be based on satisfactory placement of rip rap as approved by the Owner and/or Engineer. Rip rap shall be re-worked to the satisfaction of the Owner and/or Engineer until specified requirements are met.
- B. All additional work which is the result of a failed inspection shall be performed by the Contractor at no additional cost to the Owner.

END OF SECTION 313700

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers all work associated with the removal of trees and vegetation and the disposal of such material.

1.2 DEFINITIONS

- A. Clearing: The felling, trimming, cutting and disposal of trees and other vegetation to include brush.
- B. Grubbing: The removal and disposal of roots, matted roots, stumps, organic and metallic debris, and refuse to a depth not less than 18 inches.
- C. Saleable Timber: Felled trees which could be used as saw logs, pulpwood, posts, poles, ties, or fuel wood.
- D. Non-Saleable timber: Timber, scrub, vegetation, and other debris considered as non-saleable.
- E. Tree: Any living, self-supporting, woody perennial plant.
 - 1. Diameter Breast Height (DBH): The diameter of a tree measured at breast height (4.5 feet above ground).
 - 2. Grand or Historic Tree: DBH equal to or greater than 24 inches.
 - 3. Significant Tree: DBH equal to or greater than 16 inches.
 - 4. Protected Tree: DBH equal to or greater than 8 inches.
- F. Protective Barricade: A physical structure not less than 4 feet in height, limiting access to a tree.

1.3 LUMP SUM PRICE

- A. The items listed in the bid shall be considered sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not specifically listed in the bid form shall be deemed a part of the item with which it is associated and shall be included in the lump sum price. The price shall be full compensation for all material, equipment, labor, testing, construction supervision and all other work required for satisfactory completion of site clearing.

1.4 UNIT PRICES

- A. None this Section.

1.5 SUBMITTALS

- A. None this Section.

1.6 REGULATORY REQUIREMENTS

- A. Comply with Federal, State, and local regulations.

- B. Comply with the requirements of the stamped approved drawings issued for this project and South Carolina Department of Environmental Services (SCDES) and/or the MS4 requirements.
- C. Burning shall not be allowed.

1.7 QUALITY ASSURANCE

- A. Subcontractor: A subcontractor for any part of the work must have experience on similar work. At the option of the Engineer, a list of projects and the contacts who are familiar with his competence may be required to be submitted to verify experience.
- B. Equipment: Shall be well maintained, suited for the intended work and capable of delivering the finished product to the standards shown on drawings and as specified herein.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLEARING

- A. Clearing shall consist of the felling and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring within the area to be cleared. Trees, stumps roots, brush, and other vegetation in areas to be cleared shall be removed completely from the site to an approved disposal site, except such trees and vegetation as may be indicated or directed to be left standing.
- B. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations, by erection of fence barriers or by such other means as circumstances require. Such barriers must be placed and be approved by the Engineer before construction activities can proceed.
- C. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work.
- D. Clearing operations shall be conducted to prevent damage by falling trees to trees left standing, to existing structures and installation, and to those under construction, and so as to provide for the safety of employees and others.

3.2 GRUBBING

- A. Grubbing shall consist of the removal and disposal of stumps, roots larger than 0.25 inches in diameter, and matted roots from the designated grubbing areas. This material, together with logs and other organic or metallic debris not suitable for foundation purposes, shall be excavated and removed to a depth of not less than 18 inches below the original surface level of the ground in embankment areas and not less than 24 inches below the finished earth surface in excavated areas.
- B. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform with the original adjacent surface of the ground at no additional cost to the Owner.

3.3 DISPOSAL

- A. Disposal of trees, branches, snags, brush, stumps, etc., resulting from the clearing and grubbing shall be the responsibility of the Contractor and shall be disposed of by removal from the site.
- B. Disposal by hauling, if necessary, shall be at no additional cost to the Owner.
- C. All liability of any nature resulting from the disposal of the cleared and grubbed material shall become the responsibility of the Contractor.
- D. Disposal by burning shall not be allowed.
- E. All costs in connection with disposing of the material will be at the Contractor's expense.

3.4 EXISTING TREE PROTECTION

- A. All trees on the site will be saved except those marked specifically for removal. No trees, either those marked for removal on the site or any other tree, may be removed from the site prior to the preconstruction conference.
- B. All trees not to be removed will be protected from injury to their roots and to their top to a distance 3 feet beyond the drip line and no grading, trenching, pruning, or storage of materials may go in this area.

END OF SECTION 311000

SECTION 334100 - SITE STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers all work associated with the excavation, installation and construction, backfilling and testing for storm drainage piping and structures as indicated on the drawings and as specified herein.

1.2 DEFINITIONS

- A. Subgrade: Existing, in-situ soil or other material that is remaining after stripping or excavation. The subgrade is always existing material on which fill or new structures are to be placed.
- B. Excavation: The removal of soil or material to obtain a specified depth or elevation.
- C. Borrow: Material that must be transported to the site. A material that must be developed by others and transported to the site. Not available on site.
- D. Backfill: Fill material used in refilling a cut, trench or other excavation.
- E. Lift: A layer or course of material placed on top of a previously prepared or placed material.
- F. Unsuitable Material: Existing, in situ soil or other material which can be identified as having insufficient strength characteristics or stability to carry intended loads in fill or embankment without excessive consolidation or loss of stability. Materials classified as PT, OH, or OL by ASTM D 2487 are unsuitable. Unsuitable materials also include man-made fills, refuse, frozen material, uncompacted backfills from previous construction, unsound rock or soil lenses, or other deleterious, organic, or objectionable material.
- G. Granular Material: Soils classified as GW, GP, SW or SP by ASTM D 2487. Materials classified as GM and SM will be identified as granular only when fines have a plasticity index of zero.
- H. Compaction: The process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "*Degree of Compaction*" is expressed as a percentage of the maximum density obtained by the test procedure described in ASTM D698 for general soil types or ASTM D 4253 or ASTM D 4254 for isolated cohesionless materials, abbreviated in this specification as "*___ percent maximum density*".
- I. Drainage Structure: Any structure constructed as part of the storm drainage collection or removal system. This includes catch basins, curb inlets, control structures, headwalls, flared end sections, junction boxes and manholes.
- J. Bedding: The subgrade or fill material that directly supports the load of a pipe.

1.3 LUMP SUM PRICE

- A. The items listed in the proposal shall be considered as sufficient to complete the work in accordance with the drawings and specifications. Any portion of the work not specifically listed in the bid form shall be deemed a part of the item with which it is associated and shall be included in the lump sum price. The price shall be full compensation for the excavating, filling, transporting of material, compaction, shaping, finishing, dressing, disposal of surplus material, testing, staking, construction supervision and all other work required for satisfactory completion of the storm drainage operations.

1.4 UNIT PRICES

- A. None this Section.

1.5 SUBMITTALS

A. Plans

- 1. Dewatering Plan: Describe methods for removing collected water from open trenches and diverting surface water or piped flow away from work area. Describe equipment and procedures for installing and operating the dewatering system indicated. Describe the basic components of the dewatering system proposed for use and its planned method of operation. Record performance and effectiveness of method or system in use. The dewatering plan shall address, as a minimum, the requirements identified in the paragraph titled "Drainage and Dewatering"

B. Shop Drawings

- 1. Pre-Cast Structures and accessories

C. Certifications: Provide manufacturer or supplier certification of compliance indicating conformance to this specification or the referenced standard(s) for the following:

- 1. Piping
 - a. Reinforced concrete pipe (RCP), including fittings and joint materials.
- 2. Pre-cast structures.
- 3. Cast iron frames, covers and gratings.

D. Field Testing: Submit field testing data as identified in the paragraph titled "Field Testing" for the following:

- 1. Compaction and density tests for fill/backfill

E. Inspection Reports

- 1. Pipeline Post Installation Inspection Report

1.6 DELIVERY, STORAGE AND HANDLING

A. Delivery and Storage

1. Piping: Inspect materials delivered to site for damage; store with minimum of handling. Store plastic piping, jointing materials, and rubber gaskets under cover out of direct sunlight. Do not store materials directly on the ground. Keep inside of pipes and fittings free of dirt and debris
2. Metal Items: Check upon arrival; identify and segregate as to types, functions, and sizes. Store off the ground in a manner affording easy accessibility and not causing excessive rusting or coating with grease or other objectionable materials.

B. Handling

1. Handle pipe, fittings, and other accessories in a manner to ensure delivery to the trench in sound undamaged condition. Take special care not to damage coatings and linings on pipe and fittings; if damaged, make repairs. Carry pipe to trench - do not drag.

1.7 REGULATORY REQUIREMENTS

- A. Comply with federal, state, and local regulations.
- B. Comply with the requirements of the stamped approved drawings issued for this project and the South Carolina Department of Environmental Services (SCDES) and/or the MS4 requirements.

1.8 QUALITY ASSURANCE

- A. Materials: The Contractor will furnish the Engineer and Owner all submittals identified in the paragraph "Submittals" before ordering. The Engineer will review the Contractor's submittals and provide in writing an acceptance or rejection of material.
- B. Manufacturer: Material and equipment shall be the standard products of a manufacturer who has manufactured them for a minimum of two years and who provides published data on the quality and performance of the projects.
- C. Subcontractor: A subcontractor for any part of the work must have experience on similar work. At the option of the Engineer, a list of projects and the contacts who are familiar with his competence may be required to be submitted to verify experience.

PART 2 - PRODUCTS

2.1 CONCRETE PIPE

- A. Circular concrete pipe shall be reinforced concrete pipe (RCP) conforming to ASTM C76, Class III. Provide Class IV where indicated on the drawings.
- B. Joints, including pipe and gasket material, shall meet ASTM C443 for bell & spigot with O-ring rubber gasket.
- C. Joint Sealants
 1. O-Ring Gasket

- a. ASTM C443 and the manufacturer's recommendations.
- b. Installed at all locations.

2.2 DRAINAGE STRUCTURES

- A. Construct of pre-cast concrete. Structures may be constructed of solid concrete masonry or cast-in-place concrete, in lieu of pre-cast concrete. Catch basins, headwalls, gutters, top of curb inlets, and bases shall be cast-in-place concrete.
 1. Pipe-to-wall connections shall be mortared to produce smooth transitions and watertight joints or provided with ASTM C923 resilient connectors.
 - 2.
- B. Concrete
 1. Cast in place concrete shall be in accordance with SECTION "SITE WORK CONCRETE".
 2. Pre-cast concrete manholes shall be in accordance with ASTM C478. Provide a minimum wall thickness of 5 inches.
 3. Pre-cast concrete catch basins, curb inlets and junction boxes shall be in accordance with ASTM C913. Provide a minimum wall thickness of 6 inches.
 4. Reinforcing bars shall be in accordance with ASTM A615 and welded wire fabric shall be in accordance with ASTM A497.
 5. Gaskets for joint connections shall be in accordance with ASTM C443 for O-rings and AASHTO M198, Type B for mastic sealants.
- C. Masonry
 1. Mortar: ASTM C270, Type M.
 2. Brick: ASTM C32, Grade MS, or ASTM C62, Grade SW.
 3. Concrete Masonry Units (CMU): ASTM C139.
 4. Water for masonry mortar shall be fresh, clean, potable.
 5. Grout: ASTM C476.
- D. Frames, Covers and Grates
 1. Castings shall be of uniform quality, free from blowholes, shrinkage, distortion and other defects. Metal used shall conform to ASTM A48-83, Class 35B for gray iron or ASTM A536-80, Grade 65-45-12 for ductile iron.
 2. Frames and covers shall have continuously machined bearing surfaces to prevent rocking.
 3. Dimensions shall be as indicated on the drawings, as a minimum. Variations in dimensions will be accepted provided that hydraulic capacity and load capacity are equal to or greater than that shown.
 4. The Contractor is responsible for all coordination due to varying dimensions for frames and grates.

2.3 SOIL MATERIALS

- A. Provide rip rap in accordance with SECTION "RIP RAP".
- B. Provide soil materials as specified below free of debris, roots, wood, scrap material, vegetable matter, refuse, soft unsound particles, ice, or other deleterious and objectionable materials.

- C. Bring trenches to grade indicated on the drawings using material excavated on the site of this project provided that the material is Class I, II, or III as defined in SECTION "EARTH MOVING". In the event that material available on site does not meet Class I, II, or III, import material as required at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 GENERAL

- A. Location: Storm drainage piping and structures shall be at the locations, grades, inverts, and slopes indicated.

3.2 EARTHWORK

- A. Topsoil: Strip, stockpile and place topsoil for reuse.

- B. Excavation

1. Keep excavations free from water while construction is in progress.
2. Immediately notify the Engineer, in writing, if it becomes necessary to remove rock or hard or unsuitable material to a depth greater than indicated.
3. Excavate ledge rock, boulders, and other unyielding material to an overdepth at least 6 inches below the bottom of the pipe and appurtenances unless otherwise indicated or specified. Overexcavate unsuitable material as indicated.
4. Use granular fill placed in 6 inch maximum layers to refill overdepths to the proper grade.
5. Grade bottom of trenches accurately to provide uniform bearing and support for each section of pipe or structure on undisturbed soil, or bedding material as indicated or specified at every point along its entire length except for portions where it is necessary to excavate for bell holes and for making proper joints. Dig bell holes and depressions for joints after trench has been graded. Dimension of bell holes shall be as required for properly making the particular type of joint to ensure that the bell does not bear on the bottom of the excavation. Trench dimensions shall be as indicated.

- C. Bedding

1. Bedding shall be of materials and depths as indicated or specified for storm drainage piping and structures.
2. Place bedding in 6 inch maximum loose lifts.
3. Provide uniform and continuous support for each section of structure except at bell holes or depressions necessary for making proper joints.

- D. Backfilling

1. Construct backfill in two operations (initial and final) as indicated and specified in this section.
2. Place initial backfill in 6 inch maximum loose lifts to 1 foot above pipe unless otherwise specified. Ensure that initially placed material is tamped firmly under pipe haunches. Bring up evenly on each side and along the full length of the pipe or structure. Ensure that no damage is done to the utility or its protective coating.

3. Place the remainder of the backfill (final backfill) in 8 inch maximum loose lifts unless otherwise specified. Compact each loose lift as specified in the paragraph entitled "Compaction" before placing the next lift.
4. Do not backfill in freezing weather or where the material in the trench is already frozen or is muddy, except as authorized. Provide a minimum cover from final grade of 2 feet for storm drains at the end of each workday.
5. Where settlements greater than the tolerance allowed herein for grading occur in trenches and pits due to improper compaction, excavate to the depth necessary to rectify the problem, then backfill and compact the excavation as specified herein and restore the surface to the required elevation.

E. Compaction

1. Use hand-operated, plate-type, vibratory, or other suitable hand tampers in areas not accessible to larger rollers or compactors. Avoid damaging pipes and protective pipe coatings. Compact material in accordance with the following unless otherwise specified. If necessary, alter, change, or modify selected equipment or compaction methods to meet specified compaction requirements.
2. Compaction of Bedding Material
 - a. In soft, weak, or wet soils, tamp refill material to consolidate to density of adjacent material in trench wall. In stable soils, compact to 90% of maximum density.
3. Compaction of Backfill
 - a. Compact initial backfill material surrounding pipes to 95% of maximum density except where bedding and backfill are the same material. Where bedding and backfill are the same material, compact initial backfill to the density of the bedding.
 - b. Under areas to be seeded or sodded, compact succeeding layers of final backfill to 90% of maximum density.

F. Structures

1. Provide at least 12 inches clear from outer surfaces to the embankment or shoring. Remove unsuitable material that is incapable of supporting the structure to an overdepth of 1 foot and refill with gravel or sand to the proper elevation. Refill overdepths with gravel, sand or concrete to the required grade and compact as specified.

3.3 PIPE LAYING AND JOINTING

A. General Requirements

1. Inspect each pipe and fitting before and after installation. Remove those found defective from site and replace with new.
2. Provide proper facilities for lowering sections of pipe into trenches. Lay pipe with the bell or groove ends in the upgrade direction.
3. Adjust spigots in bells and tongues in grooves to produce a uniform space. Blocking or wedging between bells and spigots or tongues and grooves will not be permitted.
4. Replace by one of the proper dimensions any pipe or fitting that does not allow sufficient space for proper caulking or installation of joint material.

B. Connections to Existing Lines or Structures

1. Notify the Engineer in writing at least 7 days prior to date that connections are to be made.
2. Conduct work so that there is minimum interruption of service on existing line.

C. Concrete Pipe

1. Install pipe and fittings in accordance with the provisions for rubber gasket jointing and jointing procedures of ACPA 01-103 or of ACPA 01-102, Chapter 9.
2. Make joints with the gaskets previously specified for joints with this piping. Clean and dry surfaces receiving lubricants, cements, or adhesives. Affix gaskets to pipe not more than 24 hours prior to the installation of the pipe.
3. Protect gaskets from sun, blowing dust, and other deleterious agents at all times. Before installation of the pipe, inspect gaskets and remove and replace loose or improperly affixed gaskets.
4. Align each pipe section with the previously installed pipe section and pull the joint together.
5. If, while pulling the joint, the gasket becomes loose and can be seen through the exterior joint recess when the pipe is pulled up to within 1 inch of closure, remove the pipe and remake the joint.

3.4 DRAINAGE STRUCTURES

A. Manhole, Curb Inlet and Catch Basin Construction

1. Construct base slab of cast-in-place concrete or use pre-cast concrete base sections.
2. Provide sumps in structures in accordance with the drawings.
3. For cast-in-place concrete construction, either pour bottom slabs and walls integrally or key and bond walls to bottom slab.
4. For pre-cast concrete construction, make joints between sections with the gaskets specified for this purpose; install in the manner specified for installing joints in concrete piping. Give a smooth finish to inside joints of pre-cast concrete structures.
5. Parging will not be required for pre-cast concrete manholes.
6. Cast-in-place concrete work shall be in accordance with the paragraph entitled, "Concrete Work."
7. Make joints between concrete structures and pipes entering structures with the resilient connectors specified for this purpose or mortared to produce a watertight joint; install in accordance with the recommendations of the connector manufacturer.
8. Where a new structure is constructed on an existing line, remove existing pipe as required to construct the structure. Cut existing pipe so that pipe ends are approximately flush with the interior face of structure wall, but not protruding beyond into the structure.

3.5 PROTECTION

A. Shoring and Sheeting

1. The Contractor is responsible for the design of all shoring and sheeting systems. Provide shoring, bracing or sheeting where required. In addition to the requirements of Section 25 A and B of COE EM-385-1-1, and other requirements of this contract meet the following:
 - a. Prevent the undermining of pavements, foundations and slabs.
 - b. Slope banks where space permits.

- c. Where shoring and sheeting materials remain in place in completed work to prevent settlements or damage to adjacent structures as directed, backfill the excavation to 3 feet below the finished grade and remove the remaining portion of the shoring before completing the backfill.

B. Drainage and Dewatering

1. Plan for and provide structures, equipment and construction for the collection and disposal of surface and subsurface water encountered during construction.
2. Drainage: Dispose of surface water which may accumulate in open excavations, unfinished fills, or other low areas. Remove water by trenching where approved, pumping, or other methods to prevent softening of exposed surfaces. Surface dewatering plan shall include rerouting of any storm water runoff or natural drainage if necessary. Collect and dispose of surface and subsurface water encountered in the course of construction.
3. Dewatering
 - a. Groundwater flowing toward or into excavations shall be controlled to prevent sloughing or excavation slopes and walls, boils, uplift and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches or trenches will not be permitted within 3 feet of the foundation of any structure, except with specific written approval, and after specific contractual provisions for restoration of the foundation area have been made. Control measures shall be taken by the time the excavation reaches the water level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained continuously, at least 1 foot below the working level.
 - b. Operate the dewatering system continuously, 24 hours per day, 7 days per week until construction work below existing water levels is complete. Have a back-up pump and system available for immediate use.

- C. Erosion Control: Protect existing streams, ditches, and storm drain inlets from water-borne soil by the means indicated on the drawings.

D. Existing Utilities

1. All known utility facilities are shown schematically on the drawings and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on drawings will not relieve the Contractor of his responsibility under this requirement. "Existing Utilities Facilities" means any utility that exists on the project in its original, relocated or newly installed position. The Contractor will be held responsible for the cost of repairs to damaged underground facilities; even when such facilities are not shown on the drawings.
2. The Contractor shall contact all utility companies prior to beginning work and request accurate field location of their respective utility lines.
3. Movement of construction machinery and equipment over pipes during construction shall be at the Contractor's risk. Repair or remove and provide new pipe for existing or newly installed pipe that has been displaced or damaged.

E. Structures and Surfaces

1. Graded areas shall be protected from traffic, erosion, settlement, or any washing away that may occur from any cause prior to acceptance.

2. Any repair or reestablishment of final grades shall be made prior to final acceptance.

F. Disposal of Excavated Materials

1. Dispose of excavated material so that it will not obstruct the flow of runoff, streams, endanger a partly finished structure, impair the efficiency or appearance of any facilities, or be detrimental to the completed work.

3.6 INSPECTIONS

- A. Notify the Owner, Project Representative, Engineer and Authority Having Jurisdiction (AHJ) a minimum of 48 hours prior to all required observations, inspections or tests.
- B. All work completed and materials furnished shall be subject to review by the Engineer or the Project Representative.
- C. All improper work shall be reconstructed and all materials which do not conform to the requirements of the specifications shall be removed from the work upon written notice.
 1. The Engineer shall have the right to mark materials as rejected to distinguish them as such.

3.7 PIPELINE POST-INSTALLATION INSPECTION (PII)

A. General

1. Post-Installation inspection (PII) shall be performed on 100% of all pipelines no sooner than 30 calendar days after completion of the pipe installation and final backfill, which includes the embankment and all non-asphalt bases and/or subgrades. Conditions including joint gaps, tears, misalignment, cracks and deformation shall be noted and reviewed by the Engineer. Engineer shall evaluate for the various conditions noted in PII report as outlined in "Guide for Drainage Pipe Evaluation Repair".
2. In cases where paving operations will be conducted in less than 30 calendar days after pipe installation, a preliminary inspection of the pipe prior to paving shall be performed to ensure the pipe in areas to be paved meets all evaluation criteria prior to paving operations. Performing a preliminary inspection does not relieve the Contractor from the requirement of completing the post-installation inspection for all pipe, including pipe that is inspected during preliminary inspection, after the prescribed 30 calendar day period.
3. Submit to the Engineer a PII Report as described herein.
4. All necessary remediation or replacement of pipe as required or determined to be necessary by the Engineer in conformance with this specification shall be the responsibility of the contractor at no additional expense to the owner. All supplemental work items that are affected by the remediation or replacement of pipe shall be the responsibility of the contractor at no additional expense to the owner. The Engineer shall approve all corrective actions before the work is performed and work shall be completed to the Engineers satisfaction. If any pipe requires remediation or replacement it shall be re-inspected after remediation or replacement has been completed. The Post Installation Inspection Report shall include all notes and data from the initial Post Installation Inspection and all subsequent Post Installation Inspections necessary to fulfill the requirements of this specification.
5. The Contractor is responsible for ensuring that all post installation requirements are performed in accordance with this section and paragraph "Post Installation Inspection Methods, Tools, and

Report". It is the contractor's responsibility before post installation inspection to dewater and remove all debris and sediment from the installed pipe. The Engineer shall be provided an inspection schedule at least seven days in advance of beginning inspection.

B. Post Installation Inspection Methods, Tools and Report

1. The inspection equipment utilized for all post installation inspection of all pipe types shall be capable of delivering accurate, repeatable measurements of all items of interest as described in paragraph "Pipeline Evaluation Criteria". The owner reserves the right to confirm any and all inspection data and defect measurement accuracy to insure the PII report and information included there in meets the requirements outlined in this specification. If the PII report and/or data is found to be in non-conformance the owner shall require the inspections and the report to be corrected as needed. Any re-inspection required by owner or required due to remediation or replacement shall be the responsibility of and at the expense of the contractor.

C. Remote Inspection

1. Perform remote inspection for all pipe types. Remote inspection shall be performed by using a crawler mounted camera. The camera shall incorporate a lens with low barrel distortion and capable of recording video. Remote inspections may also be accomplished with digital side scan technology equipment.
2. A check for deflection shall be performed on all flexible pipe types by either laser profiling or by use of a mandrel. Deflection testing is not required for rigid pipe.
3. The camera technology utilized shall be able to deliver a high quality MPEG2 format video with a standard resolution of 720 X 480 or other format acceptable to the Engineer. A camera with lighting suitable to allow a clear picture of the entire periphery of the pipe shall be used. The camera shall be centered in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Digital 360 Degree side scanning data collection equipment that will allow an image of the entire pipe surface and joint circumferences to be clearly visualized and evaluated is also an approved inspection tool. Equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition shall be used. The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe.
4. Furnish a video recording of 100% of all pipe with information at the beginning of the video which clearly identifies the pipe being inspected. The identification shall include the project number, the structure number corresponding to the structure number from project documents, size of pipe, the date and time of inspection, direction of travel from a given landmark, distance from given landmark for all noted deficiencies, and any other identifying factors needed to locate the pipe in the field at a future date. Provide a source of light that allows all areas of concern to be readily observed on the video recording. Furnish the video recording in a digital, reproducible format approved by the Engineer.
5. Move the camera through the pipe at a speed not greater than 30 feet per minute (If Digital 360 side scan technology is used the speed may be increased but should never exceed inspection equipment manufactures recommendations). Mark the video with the distance down the pipe. The distance shall have an accuracy of 1 foot per 100 feet. Stop the camera and pan every joint. If digital scanner technology is used, every joint shall be evaluated.

D. Post Installation Inspection (PII) Report Criteria

1. A written PII Report shall be provided to the Engineer along with corresponding video, laser profiler data on a digital media storage device with pictures. The PII Report shall include a written description of any noted deficiency as outlined in paragraph "Pipeline Evaluation Criteria" for each pipe.
2. If a condition continuously occurs along the pipe wall, the report should note the entire area where this condition was found, include at least one still image that best documents the condition and the information necessary to locate the entire condition in the video recording. If the Manual Inspection Method is utilized for flexible pipe products, the PII Report shall include the actual field measurements taken for the measurement of all deficiencies of note.
3. The Report shall include type of equipment utilized for the inspection and clearly provides data to prove the equipment used meets this specification. The inspection contractor shall provide a statement of field accuracy achieved for all measurements including plus/minus tolerances. The report shall also include a narrative about required field/measurement calibration and provide proof that all calibration procedures were followed when collecting data within the report.
4. The PII Report and corresponding electronic media and data as discussed in this specification shall be made part of the permanent project public records.
5. In order to ensure proper installation of pipe, 100% of all pipelines should be inspected in a safe and effective method using tools that give accurate measurements to provide the Engineer with reports written by trained and competent professionals.

E. Pipeline Evaluation Criteria

1. The following criteria will be applied to all pipe material types and will be utilized to determine the course of action, if any, to be taken when there are cracks, deflections, bulges, creases, tears, spalls, or delamination in the pipe. The final decision on course of action and acceptability will be determined by the Engineer.
 - a. Cracks in Rigid Pipe
 - 1) Cracks less than 0.01 inches typically do not require repair or remediation.
 - 2) Cracks greater than 0.01 inches and less than 0.05 inches are acceptable. However, multiple cracks of this size in an 8 foot section may require minor repair.
 - 3) Cracks greater than 0.05 inches but less than 0.10 inches are acceptable unless the following additional conditions exist:
 - a) Minor repair is required if the pipe is located in a corrosive environment.
 - b) When vertical offset is less than 0.10 inches, provide minor repair.
 - c) For vertical offset greater than 0.10 inches, a determination will be made by the Department on the repair method or acceptability of the pipe.
 - 4) Cracks greater than 0.10 inches will be given consideration by the Owner to replace the pipe or allow a site specific repair.
 - b. Joint Separation - All Pipe Types
 - 1) For joints that are soil tight, if infiltration of soil is observed and the joint gap is less than AASHTO guidelines and the manufacturer's requirements, provide minor repair. If not able to repair, replace as needed.

- 2) If infiltration of soil is evident and the joint gap is greater than AASHTO guidelines and greater than manufacturer's recommendations, provide site specific major repair or replace as needed.
- c. Slabbing in Rigid Pipe: Provide a site specific repair or replace pipe.
 - d. Spalling in Rigid Pipe: For pipe with spalling that does not have exposed reinforcement, evaluate to determine if a minor repair is necessary. For pipe with spalling that has exposed reinforcement, evaluate to determine if site specific major repair will be appropriate. If not, replace the pipe.
 - e. Minor Repairs - All Pipe Types: Minor repairs can be made with approved materials or methods and do not require a site specific analysis. Examples of minor repairs can be found in ASTM C990 14.1 and the ACPA "Post Installation Evaluation and Repair of Installed Reinforced Concrete Pipe" Manual.
 - 1) Other repair resources can be found by visiting <http://www.dot.state.fl.us/construction/ContractorIssues/PipeMatrix/MatrixMain.shtm> and choosing the type of pipe under evaluation.
 - f. Site Specific Repairs: Shall be designed by a Professional Engineer, sealed and submitted by the contractor for evaluation and approval. Examples of minor repairs can be found in ASTM C990 14.1 and the ACPA "Post Installation Evaluation and Repair of Installed Reinforced Concrete Pipe" Manual.
 - 1) Any repairs made to the installed pipe must be certified by the contractor and the repair contractor. This certification will state that all repairs will have the same service life as newly installed pipe.

3.8 TESTING

- A. Independent Testing Laboratory
 1. The Owner reserves the right to employ an Independent Testing Laboratory and to direct any testing that it may deem necessary.
 - a. The Contractor shall provide free access to the site for testing activities.
- B. Laboratory Testing
 1. Laboratory testing for maximum density and optimum moisture content for subgrade and backfill shall be performed in accordance with ASTM D698 for general soil types or ASTM D4253 or ASTM D4254 for isolated cohesionless materials.
 2. Laboratory testing for mechanical analysis of subgrade and backfill shall be performed in accordance with ASTM D2487.
 3. Laboratory testing for plasticity index of subgrade and backfill shall be performed in accordance with ASTM D4318
 4. Frequency of Laboratory Testing
 - a. Native soil subgrade: One maximum density, optimum moisture content, mechanical analysis and plasticity index test for each material encountered that will serve as subgrade.

- b. Fill/Backfill: One maximum density, optimum moisture content, mechanical analysis and plasticity index for each source and type of material to be used as backfill.

C. Field Testing

1. Earthwork

- a. Field density tests for in-place materials shall be performed in accordance with one of the following:

- 1) Sand Cone Method: ASTM D1556
- 2) Balloon Method: ASTM D2167
- 3) Nuclear Method: ASTM D2922

2. Frequency of Field Testing

- a. Backfill for drainage structure or pipe

- 1) One test per 250 LF of piping per lift outside of pavement areas; minimum of 1 per run between drainage structures.
- 2) One test per 100 LF of piping per lift within pavement areas; minimum of 1 per run per lift between drainage structures.
- 3) One test per drainage structure per lift.

3.9 AS-BUILT (RECORD) DRAWINGS

- A. Upon completion of installation of the storm drainage system, a land surveyor registered in the State of South Carolina shall prepare and provide Preliminary Record Drawings to the Engineer for review.

- 1. As a minimum, these drawings shall show all storm drainage structures, storm pipes, bottom elevations and tied to State Plane Coordinates.
- 2. Record drawings shall accommodate the Engineer's seal, signature, and certification.

- B. After review by the Engineer and AHJ, the Surveyor shall make all required changes and/or revisions and submit to the Engineer signed and sealed copies along with electronic media.

- C. Contractor shall include in his project schedule 30 calendar days for the approval of the record drawings by the MS4 and/or SCDHEC after incorporation of Engineer's comments.

3.10 ACCEPTANCE

- A. Final acceptance will be based on satisfactory materials, installation and construction of the specified work as approved by the Owner, AHJ and/or Engineer.

- B. If a tested material or system does not meet or exceed the specified requirements, the Contractor shall perform additional tests as directed by the Owner, AHJ and/or Engineer to adequately define the limits of the material not meeting the specifications.

- 1. Materials shall be re-tested to the satisfaction of the Owner, AHJ and/or Engineer until specified requirements are met.

2. All additional testing and work that is the result of a failed inspection or test shall be performed by the Contractor at no additional cost to the Owner.

END OF SECTION 334100