

# Permit Guide for CWSRF and DWSRF Projects—General



## S.C. Department of Environmental Services

This guide provides information to assist project sponsors in preparing a permit application package for projects funded through the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) with general SRF requirements. *CWSRF projects should be submitted through ePermitting and a copy of all documents should be sent directly to the SRF project manager.*

Attached to this cover page are [Appendix A – General](#) (**Mandatory Supplemental Conditions**), [Appendix B](#) (*Optional Format Contract Documents*), and [Appendix C](#) (*DES 3588, Schedule for Construction*).

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

1. *Plans:* Submit 1 hard copy and 1 electronic copy of detailed plans, including location maps.
2. *Specifications:* Submit 1 hard copy and 1 electronic copy of the Project Manual, including contract documents and technical specifications.
3. *Mandatory Supplemental Conditions:* Contract documents must include the mandatory documents exactly as presented in Appendix A – General.
4. *Optional Format Contract Documents:* Contract documents must include, at a minimum, the documents listed in Appendix B. However, document formats may be a reasonable approximation of those appearing in Appendix B.
5. *Final Cost Estimate:* Detailed estimates of the planning and design costs, construction costs based on final design drawings, construction engineering/inspection costs, etc. must be submitted.
6. *Proposed Schedule for Construction:* The proposed *Schedule for Construction* (DES 3588) in Appendix C must be completed and submitted.

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

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

**More information?** Contact your SCDES SRF project manager.



SC DEPARTMENT of  
**ENVIRONMENTAL  
SERVICES**

July 2024

# **APPENDIX A – General Requirements**

## **Mandatory Supplemental Conditions for the South Carolina State Revolving Fund Program**

**July 2024**

### **Non-Discrimination**

It is the policy of the Project Sponsor not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this project, the Contractor certifies and warrants it will comply with this policy.

### **Special Notice #R-1**

Sponsors and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CFR Part 30.

### **Special Notice #R-2**

Fire and Extended Coverage Insurance (Builder's Risk):

- a. The Contractor shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the Owner, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the Owner and the Contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- b. The Contractor shall provide the Owner with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Owner advance notice by registered mail.

c. Cancellation and Re-Insurance:

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

**Special Notice #R-3**

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

**Special Notice #R-4**

The Contractor acknowledges to and for the benefit of the Project Sponsor and the State Revolving Fund (SRF) Program that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Project Sponsor and the SRF Program that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,

(b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and

(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Project Sponsor or the SRF Program.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Sponsor or the SRF Program to

recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Project Sponsor or the SRF Program resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the SRF Program or any damages owed to the SRF Program by the Project Sponsor). While the Contractor has no direct contractual privity with the SRF Program, as a lender to the Project Sponsor for the funding of its project, the Project Sponsor and the Contractor agree that the SRF Program is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the SRF Program.

The prime contractor(s) must certify American Iron and Steel compliance using *Bidder's American Iron and Steel Certification* (DES 2556).

## DAVIS-BACON LABOR STANDARDS

### 1. Program Applicability

- a. Program Name: Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- b. Statute requiring compliance with Davis-Bacon: Section 602(b)(6) of the Clean Water Act and Section 1452(a)(5) of the Safe Drinking Water Act
- c. Activities subject to Davis-Bacon: Treatment works constructed in whole or in part with assistance made available by a state water pollution control revolving fund authorized under Title VI of the Clean Water Act. Any project for construction, alteration, or repair carried out in whole or in part with assistance made available by the drinking water state revolving loan fund under Section 1452 of the Safe Drinking Water Act. This applies to all projects whether equivalency or not.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

### 2. Davis-Bacon and Related Acts

[Davis-Bacon and Related Acts \(DBRA\)](#) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

### 3. Recipient Responsibilities When Entering Into and Managing Contracts:

#### a. Solicitation and Contract Requirements:

- i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.



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

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

[sam.gov](http://sam.gov)

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

**APPENDIX A  
ATTACHMENT A**

Forms are located at [des.sc.gov/SRFforms](https://des.sc.gov/SRFforms)

D-2556	Bidder's American Iron and Steel Certification
D-3590	Certification Regarding Debarment, Suspension, and Other Responsibility Matters



## **APPENDIX B**

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

*{Total of 18 pages including this page}*

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

**BID BOND**

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

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

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

NOW, THEREFORE,

If said BID shall be rejected, or

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

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

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

---

(L.S.)

Principal

---

Surety

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

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: that

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

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

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

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

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

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

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

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

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

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



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

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

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

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

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

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

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

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

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

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

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



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

ATTEST:

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

BY \_\_\_\_\_

(SEAL)

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

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

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

ATTEST:

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

BY \_\_\_\_\_

Attorney-in-fact

(SEAL)

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

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

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

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

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

# CONTRACT CHANGE ORDER

**Project:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **SRF No.:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Owner:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_ **Change Order No.:** \_\_\_\_\_

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

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

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

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

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

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

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

Recommended by \_\_\_\_\_

*Engineer*

*Date*

Accepted by \_\_\_\_\_

*Contractor*

*Date*

Approved by \_\_\_\_\_

*Owner*

*Date*

## NOTICE OF AWARD

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTICE TO PROCEED**

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

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

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

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_

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

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**BID**

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

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

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

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

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

**BID SCHEDULE**

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

SRF ELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

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TOTAL: ELIGIBLE \$ \_\_\_\_\_

ITEMS INELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

---

---

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

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

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

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

(SEAL - if BID is by a corporation)

ATTEST \_\_\_\_\_

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

## AGREEMENT

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

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

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



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

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

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

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

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

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

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

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

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

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

OWNER \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

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

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

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

Title \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_

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

(SEAL)

Address \_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

Title \_\_\_\_\_

## **APPENDIX C**

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



# Schedule for Construction



SRF Project Number \_\_\_\_\_

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

Project Sponsor \_\_\_\_\_

Enter proposed dates (month/year) for the following:

Bid Opening \_\_\_\_\_

Contract Execution \_\_\_\_\_

Notice to Proceed \_\_\_\_\_

Construction Start / Initiation of Construction \_\_\_\_\_

SCDES "Approval to Operate" / Initiation of Operation \_\_\_\_\_

Construction Completion \_\_\_\_\_

In addition to the above, estimated dates for the following items should be provided (if applicable) and must be enacted prior to placing project in operation:

Sewer Use Ordinance enactment date \_\_\_\_\_

Pretreatment Program enactment date \_\_\_\_\_

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

Preparer's Title and Organization \_\_\_\_\_

Submit by email to SCDES project manager or by mail to:  
State Revolving Fund Division, SCDES, 2600 Bull Street, Columbia, SC 29201

\_\_\_\_\_

## Instructions - DES 3588

**INSTRUCTIONS/PURPOSE:** The Sponsor or the Sponsor's Engineer fills out the *Schedule for Construction* form to inform the State Revolving Fund (SRF) program of the construction schedule that the Sponsor is planning to follow for this project. Enter the requested project information and proposed dates for the indicated construction milestones.

**SCDES REVIEW AND RETENTION:** The SRF Division will review this form when it is submitted. The form will be kept in the construction file for the named project and will be retained for three years following the final SRF disbursement to the project's Sponsor - per Retention Schedule 15795.