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Contracts and Procurement Director

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4045 Bridge View Drive, Ste B250
North Charleston, SC 29405-7464
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INVITATION FOR BID No. 4445-11L

Farmfield Road Sidewalk Transportation Sales Tax

PROJECT OVERVIEW (See Attachment A for details)
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DATE: August 20, 2010

SOLICITATION NUMBER: IFB No. 4445-11L

DESCRIPTION OF WORK: Farmfield Road Sidewalk

Farmfield Avenue Sidewalk project is in the City of Charleston. This project will consist of the construction of a sidewalk along the west side of Farmfield Avenue from the driveway adjacent to the V-Go gas station to the West Ashley Greenway.

Work shall include but is not limited to storm drainage improvements, erosion and sedimentation control, traffic control during construction, and the construction of an eight foot wide concrete sidewalk. The project will be constructed utilizing the items listed on the bid form.

**SMALL BUSINESS
ENTERPRISE
REQUIREMENT:**

Charleston County Council has amended its Procurement Ordinance to include a **mandatory** Small Business Enterprise (SBE) subcontract requirement on most procurements and contracts. See Attachment E, Required Forms, for details on the requirement for this project.

PRE-BID CONFERENCE:

NON-MANDATORY

Thursday, September 9, 2010 AT 10:00 a.m.
Lonnie Hamilton, III, Pubic Services Building
4045 Bridge View Drive, Suite C201
North Charleston, South Carolina 29405

**DUE DATE FOR WRITTEN
QUESTIONS:**

Tuesday, September 14, 2010 AT 5:00 p.m.
 843-958-4758 OR lwright@charlestoncounty.org

DUE DATE/TIME:

Tuesday, September 21, 2010 AT 3:00 p.m.

LOCATION:

Procurement Department
4045 Bridge View Drive, Suite B250
North Charleston, SC 29405

This solicitation does not commit Charleston County to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or any part of bids received as a result of this request, or to cancel in part or in its entirety this Invitation for Bids if it is in the best interest of the County to do so. The County will be the sole judge as to whether bids submitted meet all requirements contained in this solicitation.

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INVITATION FOR BIDS (IFB)
GENERAL TERMS AND CONDITIONS
1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to Charleston County Procurement Department, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, bid number, description of services requested by IFB (i.e., Elevator Maintenance, Road Construction), along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the “Opening” date and time are considered “Late Bids”. “Late Bids” will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for opening of bid, but not thereafter.
- E. Bidders shall promptly notify the Charleston County Procurement Department, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request which must be received at the Charleston County Procurement Department no later than the last date and time for submittal of written questions.
- G. Any interpretation, correction or change of the IFB documents will be made by addendum. It is your responsibility to monitor the Procurement website at www.charlestoncounty.org for any additional information, revisions, or addenda that may be posted.
- H. No substitutions will be considered after the Contract award except by amendment or change order.
- I. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- J. The County seeks a single, qualified company to be responsible for completion of the work (hereinafter “Work”) described herein (although the County reserves the option to award portions of the project to multiple bidders if such is to the advantage of the

County). Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the County.

K. The following are included in the Bid Package:

Attachment A: Special Instructions / Terms and Conditions
Attachment B: Scope of Work/Specifications
Attachment C: Sample Contract
Attachment D: Sample Forms
Attachment E: Required Forms

2. **NON-COLLUSION OATH**

Every bid must be accompanied by a notarized affidavit of non-collusion, executed by the Bidder or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Oath is provided herein.

3. **BIDDER REPRESENTATIONS**

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this IFB (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the IFB, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this IFB, without exception.
- D. The Bidder is qualified to provide the services and equipment required under this IFB and, if awarded the Contract, will do so in a professional, timely manner using Bidder's best skill and attention.

4. **AWARD OF CONTRACT**

- A. Award of Contract will be made to the lowest responsive and responsible Bidder(s) whose bid, conforming to the IFB, is most advantageous to the County, price and other factors considered.
- B. The County reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.

- C. The County shall be the sole judge of the suitability of the items or services to be provided pursuant to this IFB.

5. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the County will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Notice to Proceed.

The successful Bidder shall be required to submit acceptable Insurance Certificate(s) and Endorsement(s) within five (5) business days after the issuance of the Notice of Award.

6. CONTRACT DOCUMENT

The successful Bidder shall be required to execute a formal contract within five (5) business days after issuance of a Notice of Award. Said Contract shall be virtually identical in substance and form to the Contract which is attached and marked Attachment C, Sample Contract. The only anticipated changes in Attachment C, Sample Contract, will be to include additional exhibits, to fill in the blanks to identify the successful Bidder, and terms relating to compensation, or to revise the contract to accommodate corrections, changes in the scope of work, or changes pursuant to addenda issued prior to the bid opening. **Bidders should raise any questions regarding the terms of the Contract, or submit requested changes in said terms, in the form of written questions or submittals, subject to the deadline for questions.** Because the signed contract will be substantively and substantially derived from Attachment C, Sample Contract, Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in Attachment C, Sample Contract, before submitting a bid. Again, Attachment C, Sample Contract, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Contract shall be grounds for the County to revoke any Notice of Award which has been issued, forfeit bid security, and award the Contract to another Bidder.

7. MODIFICATION

Charleston County has defined this section in the Sample Contract under Section Twenty-Two.

8. NOTICE TO PROCEED

A Notice to Proceed will be issued after the successful Bidder has executed the Contract and has submitted acceptable performance and payment bonds (if applicable) to the County as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued.

The successful Bidder shall not deliver any equipment to the work site or commence work until the successful Bidder has received a written Notice to Proceed from the Contracts and Procurement Director.

9. BIDDER'S QUALIFICATIONS

Before a bid is considered for award, the Bidder may be requested by the County to submit a statement providing additional information regarding their previous experience in performing comparable work.

10. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the successful Bidder shall provide to the Contracts and Procurement Director a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor on the Subcontractor Data Report Form included in the Attachment E, Required Forms.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the Contracts and Procurement Director.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor as though they had been performed by the successful Bidder. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the Contracts and Procurement Director determines that any subcontractor is incompetent or undesirable, the director shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this IFB shall create any contractual relationship between any subcontractor and the County.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.

11. INDEMNIFICATION

Charleston County has defined this section in the Sample Contract under Section Twenty-Four.

12. TERMINATION

Charleston County has defined this section in the Sample Contract under Section Twenty-Three.

13. DRUG-FREE WORKPLACE ACT

Successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all successful Bidders executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

14. STATE AND LOCAL TAXES

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

The successful Bidder shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If the successful Bidder is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless the successful Bidder furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

The successful Bidder shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

The successful Bidder shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

15. INSURANCE REQUIREMENTS

The successful Bidder, at its own expense, shall at all times during the term of the Contract, maintain insurance as required herein (see Sample Forms) and previously incorporated by reference. The County shall not execute the Contract until the successful Bidder has submitted acceptable Insurance Certificate(s) and Endorsement(s), which must be submitted within five (5) business days of receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such Insurance Certificate(s) and Endorsement(s) shall constitute grounds for the County to revoke its Notice of Award, forfeit bid security, and award the Contract to another successful Bidder. The County may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding the successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

Faxed Insurance Certificate(s) and Endorsement(s) will be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

The County must be advised immediately of any changes in required coverages.

ATTACHMENT A

SPECIAL INSTRUCTIONS/ TERMS AND CONDITIONS

INVITATION FOR BIDS (IFB)
SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS

1. PRE-BID CONFERENCE:

Interested Bidders are requested to attend a ***NON-MANDATORY*** pre-bid conference on **Thursday, September 9, 2010 at 10:00 a.m** Interested parties shall meet at ***Lonnie Hamilton, III, Pubic Services Building, 4045 Bridge View Drive, Suite C201, North Charleston, SC 29405.*** All Bidders are strongly encouraged to attend this conference. Any Bidder that does not attend this conference and submits a bid will be required to complete all work as stipulated in the specifications and as described during the conference. In order to eliminate confusion, solicitation packages will not be distributed at the Pre-Bid conference. All packages should be obtained prior to or after the conference.

2. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Tuesday, September 14, 2010.**

3. BID SUBMITTAL DEADLINE:

Bids will be received until **3:00 p.m., Tuesday, September 21 2010, (as indicated on the official clock in the Procurement Department)** after which time will be publicly closed and read. Bidders are invited to attend the opening of this bid at the time stated above.

4. PROJECT TIME OF COMPLETION:

Time of completion for this project shall be one hundred twenty (120) calendar days from the issuance of a Notice to Proceed.

4. DAMAGES

Charleston County has defined this section in the Sample Contract under Section Twenty.

6. PAYMENT TO CONTRACTOR

Application for Payment shall be prepared and submitted in triplicate pursuant to the specifications contained in this IFB (**See Attachment C, Sample Contract, Section Four**).

7. SECURITY REQUIRED

A. Bid Security

Each bid must be accompanied by a bid bond acceptable to the County. Bid bonds must be issued by a corporate surety registered and authorized to do business in the State of South Carolina. Bid bonds shall be payable to the County, shall be for at least five (5%) percent of the total amount of the bid, and shall serve as a guarantee deposit that the bid will be carried out to the complete satisfaction of the County. In lieu of a bond, Bidder may submit a certified check or cashiers check in aforesaid amount payable in U.S. funds. Pursuant to County policy, bid security in the form of checks will be deposited

with the County Treasurer into the County General Fund. Faxed bid bonds will not be acceptable.

B. Forfeiture of Bid Security

Nonperformance by the successful Bidder, or its failure to execute the Contract and meet performance and payment bond requirements and insurance requirements within five (5) business days after issuance of Notice of Award, shall result in its bid security being forfeited as liquidated damages, and the Notice of Award and Contract will be rescinded and awarded to another Bidder. Withdrawal of a bid after the opening date and time but prior to final award after the opening date, may also result in forfeiture of bid security.

C. Return of Bid Security

Bid security will be returned to all bidders after the successful Bidder has executed the Contract and delivered all required bonds and insurance certificates and endorsements. Bidders will not be entitled to any interest earnings on returned funds, and in the case of bid security by check, such will be returned in the form of a County check.

D. Payment and Performance Security

- (1) The successful Bidder shall provide performance and payment bonds, in a form satisfactory to the County (**see Attachment D, Sample Forms,**), in the following amounts:

Payment Bond: 100% of the total amount of the Contract.

Performance Bond: 100% of the total amount of the Contract.

- (2) The aforesaid payment and performance bonds must be issued by a corporate surety registered and authorized to do business in South Carolina and must be counter-signed by a licensed, authorized South Carolina agent.
- (3) Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effective, dated copy of their power of attorney.
- (4) The time to be covered by the performance bond shall commence on the date of execution of any contract resulting from this IFB and terminate two (2) years after final payment to Bidder by County.

The time to be covered by the payment bond shall commence on the date of execution of any contract resulting from this IFB and terminate twelve (12) months after the date of final acceptance of the Work by the County.

- (5) The successful Bidder may submit its payment bond and performance bond by fax; however, the original documents must be received within one (1) business day after receipt of the fax.

8. **PERMITS AND LICENSES**

The successful Bidder shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South

Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the successful Bidder may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

9. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

Charleston County Council has amended its Procurement Ordinance to include a mandatory Small Business Enterprise (SBE) subcontract requirement on most procurements and contracts. See Attachment E, Required Forms, for details on the requirement for this project.

10. DISADVANTAGED BUSINESS ENTERPRISE GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation on all contracts and procurements.

11. LOCAL VENDOR PREFERENCE OPTION

- A. A Local Vendor Preference Option is available to local vendors. Assuming a local vendor does not provide the lowest price/fee on a particular bid, the local vendor preference option allows the lowest local vendor the opportunity to match the low bid if the local vendor's bid is within 5% or \$10,000 of the non-local lowest responsive bid.
 - a. Any vendor claiming the local preference option must meet qualifications stated in Paragraph B below.
 - b. The Local Vendor Preference Option will be allowed only for bids in which the lowest responsive bid amount exceeds \$10,000.
 - c. In the event the procurement is to be made pursuant to state or federal guidelines that prohibit or restrict local preference, then there shall be no local preference used in award.
- B. A local vendor claiming local preference status must meet the following qualifications for the local preference status:
 - a. Has a principal place of business located within the limits of Charleston County. (A post office box or temporary construction or office trailer shall not be considered a place of business).
 - b. Has a valid business license issued at least twelve (12) months prior to the particular bid opening in which preference is being asked. The business license may be for any municipality within Charleston County or business license for Charleston County.
 - c. Has been engaged in business in Charleston County for at least twelve (12) months.
 - d. Has proof of payment of all applicable Charleston County taxes and fees.

- C. Local vendors must state in their bid submittal that they are requesting consideration for Local Vendor Preference.

12. ADDITIONAL INFORMATION INQUIRIES

Questions or clarifications concerning this should *only* be directed to:

Lanna Wright, CPPB, Senior Buyer
County of Charleston
4045 Bridge View Drive, Suite B250
North Charleston, SC 29405
Tel: 843-958-4755
Fax: 843-958-4758
Email: lwright@charlestoncounty.org

If the Buyer named above is unavailable, please contact:

Barrett J. Tolbert, Contracts and Procurement Director
Tel: 843-958-4750
Fax: 843-958-4758

ATTACHMENT B

SCOPE OF WORK (WITH APPENDICES)

SCOPE OF WORK
SPECIFICATIONS - SPECIAL PROVISIONS

I. GENERAL

A. PROJECT DESCRIPTION

Farmfield Avenue Sidewalk project is in the City of Charleston. This project will consist of the construction of a sidewalk along the west side of Farmfield Avenue from the driveway adjacent to the V-Go gas station to the West Ashley Greenway.

Work shall include but is not limited to storm drainage improvements, erosion and sedimentation control, traffic control during construction, and the construction of an eight foot wide concrete sidewalk. The project will be constructed utilizing the items listed on the bid form.

Miscellaneous:

1. This project is scheduled to be completed within ***one hundred and twenty (120)*** calendar days from the issuance of a Notice to Proceed.
2. All Work shall be performed as specified in the South Carolina State Highway Department Standard Specifications for Highway Construction, Edition 2007, *including revisions*.
3. The Project Manager will have the authority to adjust the rate of application as needed at the time of construction.
4. All existing asphalt and concrete driveways will be resurfaced to the right-of-way as directed by Engineer.
5. All testing required shall be performed by the Contractor at no additional cost to the County. Test results shall be given to the County's on-site inspector. For quality control, tests may be performed periodically by the inspection staff for Charleston County.
6. Mandatory project meetings between the County and the Contractor will be held weekly for the duration of the Contract to discuss the progress of the Work and provide schedule updates.
7. Contractor shall submit invoices no later than the 25th day of each month. The Contractor and the County's Project Manager, on or before the 21st day of each month, shall review and agree on the quantities detailed on an invoice being submitted for payment.
8. This project is subject to compliance of the National Pollution Discharge Elimination Systems (NPDES) General Permit for Storm Water Discharges from Large and Small Construction Activities SCR10L010 (2006 CGP). The 2006 CGP can be downloaded from the following website: <http://www.scdhec.gov/environment/water/docs/finalcgp.pdf> . The Contractor is to ensure compliance with the approved Storm Water Pollution Prevention Plan

(**SWPPP**) (Appendix A), the requirements of the 2006 Construction General Permit (**CGP**), the Storm Water Management and Sediment Reduction Act of 1991 and the Federal Clean Water Act (**CWA**).

The 2006 **CGP** requires the Contractor to sign a “Co-Permittee Contract and Contractor Certification” statement (shown in Part 3.2D of the **CGP**). This certification has been incorporated into Attachment E, Required Forms of this document. By signing this certification, the Contractor acknowledges that upon award and execution of the Contract it will become a Co-Permittee of the **NPDES** General Permit and will be accountable to ensure the terms and conditions of the **NPDES** general permit are implemented. In addition, the Contractor must certify that the NPDES certification statement and Co-Permittee status will be made part of all subcontractors working on the project.

Erosion and sediment control inspections will be conducted by the County per the requirements of the 2006 **CGP**. However, the Contractor shall correct any deficiencies noted within the inspection report.

9. The Contractor shall arrange to protect all utility facilities above and below ground or other utility properties from damage before commencing work. The Contractor shall refer to the “SCDOT Standard Specifications for Highway Construction, Edition 2007”, subsection 107.22, “Contractor’s Responsibility for Utility Property and Services” for additional information.
10. If the Contractor finds that the field conditions differs from the information provided in the plans and/or the utility relocations, the Contractor shall submit a notice to the Construction Engineering Inspector before performing additional work resulting from the alleged differing site conditions. The Contractor shall refer to the “SCDOT Standard Specifications for Highway Construction, Edition 2007”, subsection 104.2.7, “Alteration of Plans or Character of Work” for additional information.
11. The Contractor shall be responsible for coordinating all related utility relocation and/or adjustments of the impacted utility owners within the Contract duration. No additional compensation will be made for delays associated with utility relocations. The Contractor shall refer to the “SCDOT Standard Specifications for Highway Construction, Edition 2007”, subsection 105.6, “Cooperation with Utilities” for additional information.
12. The cost for liquid binder shall be considered incidental in the cost of the hot mix asphalt surface course.

B. APPLICABLE PUBLICATIONS

1. All Work shall be performed and completed in accordance with the Department’s 2007 edition *including revisions* of Standard Specifications for Highway Construction (hereinafter referred to as the “SCDOT Standard Specifications”) the American Association of State Highway and Transportation Officials (**AASHTO**) Standard Specifications for Highway Bridges, 16th Edition, 1996 (including the latest Interim Specifications thereto), **AASHTO**’s “A Policy on Geometric Design of Highways and Streets - 4th Edition, 2001” (the last two

publications hereinafter referred to collectively as “AASHTO”), and any modification which may be recommended and approved by the Department and the Federal Highway Administration.

2. The following publications contain certain provisions made applicable to the Work hereinafter described by specific reference herein and said provisions:

Manual on Uniform Traffic Control Devices, 2003, hereinafter referred to as the “MUTCD”.

South Carolina Department of Transportation Standard Drawings for Road Construction Booklet. These drawings depict standard design features commonly used and the standard drawings constitute contract documents in accordance with Section 101 of the Standard Specifications for Highway Construction.

C. APPENDICES AND RELATED DOCUMENTS

All drawings, plans, attachments, and addenda apply to the Work set forth below in the Scope of Work.

The following are attached as Appendices to the Scope of Work and are part of the Scope of Work and the Contract:

Appendix A: Plans/SWPPP (Storm Water Pollution Prevention Plan)
Appendix B: Permits

D. CONSTRUCTION SCHEDULE

The Contractor shall, prior to commencement of Work, submit to the County or its designated representative a schedule showing the order in which it proposes to carry on the Work indicating the periods during which it will perform work on each item. Charleston County reserves the right to determine priority of schedule items, but unless modified by the parties, in writing, the Contractor shall have sole responsibility for following and coordinating its schedule. The Contractor shall also be responsible for delivering periodic updates to the schedule, demonstrating actual and planned progress, in such detail as required by the County.

E. COORDINATION AND MEETINGS

Charleston County shall designate a field engineer to serve as Project Manager (the “Project Manager”) for the Work. Such Project Manager shall have the responsibility for and the authority to direct the Work, and in the event of any disagreement between the Contractor and the Project Manager with respect to the Work, the decision of the Project Manager shall prevail.

The Contractor shall, if requested by the County, prepare a written memorandum on required coordination activities and include such items as required notices and reports. Distribute this memorandum to each entity performing work at the Project Site. Prepare similar memorandum for separate contractors where interfacing of their work may be required.

The Contractor shall, if requested by the County, hold coordination meetings at times convenient for all parties involved should coordination problems arise; request representation at each meeting by every party currently involved in coordination or planning for the Work of the entire Project; conduct meetings in a manner which will resolve coordination problems, should those arise; and record results of the meeting and distribute copies to everyone in attendance and to others affected by decision or actions resulting from each meeting.

F. INTERACTION AMONG THE CONTRACTOR, PROJECT MANAGER AND DEPARTMENT

The Project Manager shall coordinate any interaction between the Contractor and the Engineer or Department that may be required by this Scope of Work. To the extent that any document, data, information or other material or items are required by those Scope of Work to be furnished to the Department or the Engineer, they shall instead be furnished to the Project Manager who shall then furnish them, if necessary, to the Department or Engineer. In any case in which the Scope of Work requires that the Contractor seek the approval of the Engineer or the Department, the Contractor shall instead seek such approval from the Project Manager, who shall, if further action should be necessary, refer the matter to the Engineer or the Department.

G. WARRANTY

Excluding any manufacturer's warranties all work and components thereof must be warranted to be free from defects for a "reasonable man's standard" of time as accepted by the trade, provided however, "reasonable man's standard" shall not be construed to be less than twenty-four (24) months after date of final payment by County.

Any and all manufacturer's warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the project.

II. SPECIFICATIONS

A. GENERAL

The attached Plans (to this Scope of Work) and/or detail sheets show a width and length of each section of sidewalk or roadway to be constructed or resurfaced. The limits of the Work shall be confined to the construction limits shown except by prior contract in writing by both the Contractor and the County.

B. BEGINNING OF WORK

Paragraph 108.6 of the "SCDOT Standard Specifications" is superseded by the following:

The Contractor will be permitted to start work after the signing of the Contract and Contractor's receipt of the Notice to Proceed. However, all Work shall be completed within the time frame as indicated in the Contract. SHOULD THE CONTRACTOR FAIL TO COMPLETE THE WORK WITHIN THE ALLOWED TIME, THE CONTRACTOR SHALL BE LIABLE TO THE COUNTY IN THE AMOUNT(S)

SPECIFIED AS LIQUIDATED DAMAGES IN THIS CONTRACT FOR EACH AND EVERY CALENDAR DAY (INCLUDING SUNDAYS AND HOLIDAYS) THAT THE COMPLETION OF THE PROJECT IS DELAYED BEYOND THE TIME PROVIDED IN THIS CONTRACT, AS FIXED AND AGREED LIQUIDATED DAMAGES AND NOT AS A PENALTY; AND THE COUNTY SHALL HAVE THE RIGHT TO DEDUCT FROM AND RETAIN OUT OF MONIES WHICH MAY BE THEN DUE OR WHICH MAY BECOME DUE AND PAYABLE TO THE CONTRACTOR, THE AMOUNT OF SUCH LIQUIDATED DAMAGES; AND IF THE AMOUNT SO RETAINED BY THE COUNTY IS NOT SUFFICIENT TO PAY IN FULL SUCH LIQUIDATED DAMAGES, THE CONTRACTOR SHALL PAY TO THE COUNTY THE AMOUNT NECESSARY TO EFFECT PAYMENT IN FULL OF SUCH LIQUIDATED DAMAGES.

C. LIMITATION ON USE OF THE SITE:

1. Any waste materials shall be disposed of by the Contractor as approved by Charleston County at no cost to the County.
2. Hazardous or Toxic Waste: Refer to Special Provision No. 1 ("Hazardous and/or Toxic Waste") hereof.

D. AVAILABILITY OF RIGHT-OF-WAY

All right-of-way areas necessary for the performance of the Work is available for occupancy by the Contractor. Any additional right-of-way required for the Contractor's operation, plant, equipment, storage of materials, etc. shall be obtained and paid for by the Contractor.

The Contractor's attention is directed to the fact that work under other contracts with the Department and/or the County for grading and drainage construction, roadway pavement construction, bridge construction, erection of guardrail, installation of right-of-way fence and of area lighting systems, sign erection and other work may be in progress along the length of highway simultaneously with the Work to be done hereunder. The Contractor must coordinate its work accordingly and as specified herein or as directed by the Project Manager. The Contractor shall permit access by other contractors if and when such access may be necessary for other work in progress.

ANY DAMAGE DUE TO THE CONTRACTOR'S OPERATIONS TO PARTIALLY OR FULLY COMPLETE WORK OF OTHER CONTRACTORS ENGAGED IN THE CONSTRUCTION OF THE HIGHWAY, INCLUDING BUT NOT LIMITED TO, EMBANKMENT CONSTRUCTION, PAVEMENT, SHOULDERS, TOP-SOILING AND SEEDING AND AREA LIGHTING, SHALL BE REPAIRED BY THE CONTRACTOR ENTIRELY AT ITS OWN EXPENSE AND TO THE SATISFACTION OF THE PROJECT MANAGER.

E. EXISTING APPURTENANCES

The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition, all overhead surface, or subsurface utilities affected by its operations.

The Contractor shall exercise every precaution to avoid damage to existing highway installations including (but not limited to) inlets, storm drains, roadway and shoulder pavements, grassed areas, fences, and monuments.

The Contractor shall coordinate removal and replacement of all existing utilities i.e., sewer water underground power and communication cables and conduits which are required to be removed, relocated and/or replaced during construction. Before starting construction, the Contractor shall contact all applicable utilities within the limits of construction and shall coordinate with the Project Manager. Each utility shall be located, marked and verified as necessary to prevent damage and/or determine the extent of relocation required. The Contractor shall be solely responsible for coordination of the foregoing within its scheduling.

The identification and location of utilities shown in the plans are based on limited above-ground surveys only and must not be relied upon as accurate for bidding and construction purposes. It shall be the Contractor's responsibility to verify the nature and location of all utilities prior to bidding and construction. It shall also be the Contractor's responsibility to anticipate and account for the impact of possible utility conflicts on construction means and methods. Any damage to existing utilities as a result of construction activities and any resulting impact upon the project cost and schedule shall be the responsibility of the Contractor.

Water valves and sewer manholes shall be adjusted by the Contractor (raised or lowered) to match the roadway or sidewalk profile. No additional payment will be made for adjusting water valves or sewer manholes. This work shall be considered incidental and included in the unit cost of clearing and grubbing and shall include all workmanship and materials necessary to complete this item.

THE CONTRACTOR WILL, AT ITS OWN EXPENSE, MAKE GOOD ANY DIRECT OR INDIRECT DAMAGE THAT SHALL BE DONE IN THE COURSE OF CONSTRUCTION TO ANY UTILITY STRUCTURE, OTHER INSTALLATION OF PROPERTY THROUGH OR BY REASON OF THE PROSECUTION OF THIS WORK. THE LIABILITY OF THE CONTRACTOR UNDER THIS COVENANT IS ABSOLUTE AND IS NOT DEPENDENT UPON ANY QUESTION OF NEGLIGENCE ON ITS PART OR ON THE PART OF ITS AGENT'S SERVANTS, EMPLOYEES, OR SUBCONTRACTORS, AND THE NEGLIGENCE OF THE COUNTY TO DIRECT THE CONTRACTOR TO TAKE ANY PARTICULAR PRECAUTION OR TO REFRAIN FROM DOING ANY PARTICULAR THING SHALL NOT EXCUSE THE CONTRACTOR IN CASE OF ANY SUCH DAMAGE.

F. LAYOUT OF THE WORK

The Contractor shall be responsible for establishing all lines, elevations, reference marks, etc., required during the progress of the Work. The County shall be permitted at all times to check lines, elevations, reference marks, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, etc., disclosed by such checks. Such checks shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the Work.

The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work.

G. AS BUILT DRAWINGS

The Contractor shall designate one set of Drawings for “As Built Drawings”. The Contractor shall indicate all aspects of the Work as actually installed. The “As Built Drawings” shall be kept current by the Contractor. The “As Built Drawings” shall be delivered to the County upon completion and acceptance of the Work. Final payment for the Work will not be made until the “As Built Drawings” have been completed and delivered as indicated above.

H. FIELD QUALITY CONTROL

The Contractor shall furnish all field and laboratory tests for this project as required by “SCDOT Standard Specifications”, 2007 edition and SCDOT 2004 Construction Manual. The Project Manager, if available, will be present at the time of testing. No additional payment will be made for quality control services.

I. EARTHWORK, ROADWAY, AND DRAINAGE FACILITIES

1. GENERAL

The Contractor shall furnish all labor, equipment, and materials necessary to complete the earthwork, roadway, and drainage facilities as indicated in the Scope of Work. All Work covered under this section shall conform to the appropriate requirements of the “SCDOT Standard Specifications” Edition 2007 including revisions and any additional specifications as may be indicated on the construction drawings or as contained in the following subsections.

2. CLEARING AND GRUBBING

The Contractor shall dispose of all removed vegetation off site.

3. STRIPPING

Stripping shall be defined as the removal of up to a maximum of one foot (1') of soil after clearing and grubbing operations have been completed. The Contractor shall stockpile the stripping for use later as fill outside of paved areas, and or behind curbs and sidewalks.

4. MUCKING

The Contractor shall be required to muck out materials as specified in Section 203.2.1.3 of the “SCDOT Standard Specifications” when directed by the Engineer or by the local governmental authority having jurisdiction.

5. BORROW / FILL MATERIAL

The Contractor is advised that use of off-site borrow material shall be approved by the Project Manager, prior to use.

6. OVERHAUL

The Contractor is advised that there shall be no additional compensation for hauling of excavated materials unless specifically approved.

7. PERMANENT PIPE CULVERT

All Permanent Pipe Culverts shall be installed, measured, and paid for per SCDOT Supplemental Technical Specification SC-M-714.

8. MEASUREMENT AND PAYMENT

The method of measurement and the basis of payment shall be as called for in the “SCDOT Standard Specifications” except as shown on the unit prices in the Contractor’s bid.

Mucking shall be measured as specified in subsection 203 of the “SCDOT Standard Specifications” and the payment shall be by the bid unit price which shall include removal of material.

Borrow/Fill Materials shall be measured as specified in subsection 203 of the “SCDOT Standard Specifications” and payment shall be by the bid unit price which shall be for yardage as measured in place and compacted.

Bases and subbases shall be measured by the square yard for the completed work and payment shall be by the bid unit price.

Bituminous Pavements shall be measured by the ton for the completed Work and payment shall be by the bid unit price.

Concrete work for driveways and sidewalks shall be measured by the square yard for the completed work and payment shall be by the bid unit price.

J. CLEAN-UP

1. GENERAL

It shall be the Contractor’s responsibility to keep the site neat and clean as construction continues. All rubbish, waste materials, and unnecessary construction equipment shall be removed from the site except as otherwise specified. All construction shall be accomplished so that the public and adjacent property owners will be inconvenienced as little as possible. Contractor shall be responsible for the repair of damage to public and other private lands that resulted from site construction.

2. EROSION AND SEDIMENTATION CONTROL

The Contractor shall provide erosion control measures where necessary to prevent excessive quantities of material and debris beyond that of preconstruction from washing into existing water courses, ditches, gutters, drains, pipes, and structures. Such material and debris shall be removed and disposed of during the

progress of the construction work and upon completion of the Work these conduits shall be in a clean condition. Recommended erosion control procedures including selective and discriminate clearing and grading operations, hay bales, filter fabrics, settling basins, etc.

3. TEMPORARY STRUCTURES AND EQUIPMENT

The Contractor shall remove from the construction site all temporary buildings or structures, equipment, and excess materials utilized during the progress of the Work.

4. RESTORATION OF PROPERTIES

The Contractor shall restore or replace any damage to public or private properties to a condition at least equal to that of the existing lands prior to site construction work. To this end, the Contractor shall do as required all necessary highway, driveways, walk, or landscape work to restore the properties to their pre-existing conditions.

Payment for seeding shall include all items that will be required to establish a satisfactory stand of grass as outlined in section 810 of the SCDOT Standard Specifications 2007 edition. This includes needed lime, nitrogen, and fertilizer.

K. DEMOLITION ITEM

The Contractor is advised that Regulations of the South Carolina Department of Health and Environmental Control require that anytime a facility is razed a permit must be secured due to health hazards should the building contain asbestos. The Contractor is further advised that it will be its responsibility to inspect the facility for the presence of asbestos and to secure the necessary permits from the South Carolina Department of Health and Environmental Control. If asbestos is located, the terms of Special Provision No.1 ("Hazardous and/or Toxic Waste") shall apply. Any questions about the permit should be directed to the South Carolina Department of Health and Environmental Control's Bureau of Air Quality at (843)734-4547. Please refer to Special Provisions No.1 ("Hazardous and/or Toxic Waste") hereof.

L. HAZARDOUS AND/OR TOXIC WASTE

See Special Provision No.1 ("Hazardous and/or Toxic Waste") hereof.

M. SOUTH CAROLINA MINING ACT

See Special Provision No. 2 ("The South Carolina Mining Act") hereof.

N. CONTROL AND MAINTENANCE OF TRAFFIC

The Contractor shall designate a responsible member of its organization with sufficient qualifications whose duty shall be the prevention of accidents. This person shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers and for assuring that the Maintenance of Traffic provisions of the "SCDOT Standard Specifications" subsection are effectively administered.

O. TRAFFIC CONTROL AND SAFETY

Contractor shall be responsible for all traffic control and safety in accordance with the “SCDOT Standard Specification”, as well as the “MUTCD 2003”.

A County Representative may issue a stop work directive if unsafe conditions are observed.

P. ASPHALT PLANT

Asphalt must be acquired from a plant with a State Certified lab. A copy of the plant’s certificate shall have been provided to the County before execution of the Contract.

Q. RATE OF APPLICATION

The pounds per square yard specified are set up as an average rate of application. The Project Manager may direct variations wherever conditions warrant.

R. HOT LAID ASPHALTIC CONCRETE

The hot laid asphaltic concrete shall be manufactured and placed in accordance with section 403 of the “SCDOT Standard Specifications”.

S. PRIME OR TACK COAT

Prime or tack coat shall be placed in accordance with section 401.4.18 of the “SCDOT Standard Specifications” consisting of asphalt emulsion grade RS-2 or CRS-2. No additional compensation will be allowed for furnishing and application of the prime coat.

T. CONCRETE PLANT

Concrete must be acquired from a State approved concrete plant. A copy of the plant's certificate shall have been provided to the County before execution of the Contract.

III. SPECIAL PROVISIONS

**SPECIAL PROVISION NO. 1
HAZARDOUS AND/OR TOXIC WASTE**

If the Contractor should encounter or expose during construction operation any abnormal condition which may indicate the presence of a hazardous and/or toxic waste, work in this area shall be immediately discontinued, and the Engineer and the Project Manager shall be notified.

Abnormal conditions shall include but shall not be limited to the following: presence of asbestos, presence of barrels, discolored earth, metal, wood, etc., obnoxious or unusual odors, visible fumes, excessively hot earth, smoke or any other indication of hazardous and/or toxic waste. The conditions shall be treated with extraordinary caution.

The Contractor's operations shall not resume until so directed by the Engineer and the Project Manager.

If a building is razed, the Contractor is advised that it will be its responsibility to secure the necessary permits in accordance with the South Carolina Department of Health and Environmental Control requirements.

Disposition of the hazardous and/or toxic waste shall be made in accordance with the requirements and the regulations of the South Carolina Department of Health and Environmental Control.

Where the Contractor performs necessary work required to dispose of these materials, payment will be made at the Contract unit price for items applicable to such work or payment shall be made in accordance with Subsection 104.04 or 109.04 of the "SCDOT Standard Specifications". Should the disposition of waste material require special procedures by certified personnel, the County will make arrangements with qualified persons to dispose of the material.

SPECIAL PROVISION NO. 2 **THE SOUTH CAROLINA MINING ACT**

The South Carolina Mining Act enacted by the General Assembly in 1978 requires that the Department adopt reclamation standards to govern activities of the Department and any person acting under the Contract with the Department, on highway right-of-way or material pits maintained solely in connection with the construction, repair, and maintenance of the public road systems of South Carolina.

STANDARD PLAN FOR THE RECLAMATION OF EXCAVATED AREAS ADAPTED BY SOUTH CAROLINA STATE HIGHWAY DEPARTMENT

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

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

Excavated areas will be drained where feasible unless otherwise requested by the property owner where, in such instances, the property owner may wish to develop the excavated area for recreational purposes or for the raising of fish, or for other uses, in compliance with Section 8 of the South Carolina Mining Act.

Where material is stripped from the ground surface in relatively thin layers, the area, after excavation has been completed, will be thoroughly scarified and terraced and planted to establish satisfactory vegetation necessary to control erosion.

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

The drainage from excavated areas and the runoff from ground surface areas will be diverted over vegetated or forested areas before discharging into live streams, where practicable, so as to minimize the depositing of sediment in live streams.

The State Highway Engineer, or its duly appointed representative will make a final inspection of the reclaimed area and keep a permanent record of its approval thereof. A map or sketch providing the

location and approximate acreage of each pit used on the Project will be made available to the Final Plans Engineer for submission to the Land Resources Commission.

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

The Contractor shall comply with the provisions of the plans which are applicable to the Project as determined by the Project Manager. Seeding or other work necessary to comply with the plan on pits furnished by the Contractor shall be at the expense of the Contractor. Bermuda shall not be planted on ground surface pit areas. The quantity of fescue seed specified in Schedules 1 and 2 as shown in subsection 810.04 of the "SCDOT Standard Specifications" shall be increased by fifteen (15) pounds in lieu of the deleted Bermuda seed.

SPECIAL PROVISION NO. 3
LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID
PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS

A. Late Discovery of Archaeological/Historical Remains on Federal Aid Projects.

1. Responsibilities:

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

2. Applicability:

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

3. Cost Reimbursement and Time Delays:

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

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

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

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

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

SPECIAL PROVISION NO. 4
ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The attached Supplemental Specification dated **January 1, 2008** is hereby amended to include the following:

Division 100 is amended as follows:

Page 4, The table in **Subsection 101.2** is amended as follows:

SCDOT OFFICIALS AND OFFICES			
DELETIONS		REPLACEMENTS	
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

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

SPECIAL PROVISION NO. 5
STANDARD DRAWINGS FOR ROADWAY CONSTRUCTION

The 2008 SCDOT Standard Drawings are effective beginning with the May 2008 letting. These drawings are available for download at http://www.scdot.org/doing/sd_disclaimer.shtml or for purchase through the SCDOT Engineering Publication's Sales Center. The Engineering Publication's Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

All references in the plans, standard specifications, supplemental specifications, supplemental technical specifications or special provisions to drawings under the previous numbering system are hereby updated to the new drawing numbers. Refer to sheets 000-205-01 through 000-205-07 to find new drawing numbers when looking for references to older drawing numbers.

The Contractor is hereby notified that the following Standard Drawings are new or have been revised since the last release of the SCDOT Standard Drawings for Road Construction.

These drawings are hereby included in this Contract as Standard Drawings:

Drawing Number	Description
610-105-03	LANE CLOSURE SPEED LIMIT SIGN INSTALLATION DAYTIME INTERSTATE ROUTES
610-110-03	LANE CLOSURE SPEED LIMIT SIGN INSTALLATION NIGHTTIME INTERSTATE ROUTES
610-115-03	DUAL LANE CLOSURE SPEED LIMIT SIGN INSTALLATION INTERSTATE ROUTES

654-110-00	DETAILS OF ROUTE MARKERS & ARROWS
714-000-00	PIPE CULVERTS (PERMANENT)
714-005-00	PIPE CULVERTS (PIPE TRENCH TYPICAL PREPARATION)
714-020-00	PIPE CULVERTS (PIPE TRENCH PREPARATION WHEN IMPROVED FOUNDATION IS REQUIRED)
714-105-00	PIPE CULVERTS (RIGID PIPE COMPLETED TRENCH)
714-120-00	PIPE CULVERTS (RIGID PIPE COMPLETED TRENCH WHEN AN IMPROVED FOUNDATION IS REQUIRED)
714-205-00	PIPE CULVERTS (RIGID REINFORCED CONCRETE PIPE (RCP) DETAILS & FILL HEIGHT)
714-505-00	PIPE CULVERTS (FLEXIBLE COMPLETED TYPICAL TRENCH)
714-520-00	PIPE CULVERTS (FLEXIBLE COMPLETED TRENCH WHEN AN IMPROVED FOUNDATION IS REQUIRED)
714-605-00	PIPE CULVERTS (FLEXIBLE CORRUGATED ALUMINUM ALLOY PIPE (CAAP) DETAILS & FILL HEIGHT)
714-610-00	PIPE CULVERTS (FLEXIBLE SPIRAL RIBBED ALUMINUM PIPE (SRAP) DETAILS & FILL HEIGHT)
714-705-00	PIPE CULVERTS (FLEXIBLE HIGH DENSITY POLYETHYLENE (HDPE TYPE S) DETAILS & FILL HEIGHT)

SPECIAL PROVISION NO. 6
CONSTRUCTION STAKES, LINES AND GRADES

Section 105.8.2 applies to this project. Payment for this work shall be made according to the following schedule:

Percent Contract Complete	Percent of Stakes, Lines, and Grades bid amount to be paid
1 – 5	20
6 – 15	40
16 – 29	60
30 – 49	70
50 – 69	80
70 – 89	90
90 - 100	100

SPECIAL PROVISION NO. 7
QUALIFIED PRODUCT LISTINGS

All references to “Approval Sheet” or “Approval Policy” are to be replaced with “Qualified Products Listings (QPL)” and “Qualified Products Policies (QPP)” respectively. This change includes all references in the SCDOT Standard Drawings, SCDOT Standard Specifications, SCDOT Supplemental Specifications, SCDOT Special Provisions, SCDOT Supplemental Technical Specifications, SCDOT Internet and Intranet websites, and all other documents produced by SCDOT.

SPECIAL PROVISION NO. 8
CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE
CONCERNING ILLEGAL ALIENS

By submission of this bid, the bidder as the Prime Contractor does hereby agree:

- a. to certify its compliance with the requirements of Chapter 14 of Title 8 of the S.C. Code of Laws regarding Unauthorized Aliens and Public Employment;
- b. to provide SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and sub-subcontractors to register and participate in the federal work authorization program to verify the employment authorization of all new employees, or to employ only workers who supply the documents required pursuant to S.C. Code 8-14-20(B)(2).

SPECIAL PROVISION NO. 9
SUBLETTING OF CONTRACTS (SPECIALTY ITEMS)

The following items of work, when not performed by the Prime Contractor, will be designated as Specialty Items in all contracts in which the item does not constitute thirty percent (30%) or more of the original contract value:

Pavement Markings	Permanent Roadway Signs
Guardrail	Signalization
Milling Asphalt Pavement	Electrical/Lighting
Grassing	Specialized Retaining Walls
Landscaping	Fencing
Erosion Control	Right of Way Surveying
Permanent Construction Signs	Railroad Track Work
Utilities	Jacking and Boring
Contaminated Soil & Tank Removal	Bridge Floor Grooving
Bridge Barrier Walls	Milled Rumble Strips
Traffic Count Stations	Buildings
Drilled Shafts & Casings	Navigational Lighting
Pier Fender Systems	Sound Barrier Walls

SPECIAL PROVISION NO. 10
PARTNERING

(A) Covenant of Good Faith and Fair Dealing

This Contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The Contractor and Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- (1) Each will function within the laws and statutes applicable to its duties and responsibilities.
- (2) Each will avoid hindering the other's performance.
- (3) Each will proceed to fulfill its obligations diligently.
- (4) Each will cooperate in the common endeavor of the Contract.

(B) Partnering

The Department encourages the foundation of cohesive partnering with the Contractor and its principle subcontractors and suppliers. This partnering is not a legal partnership as defined by South Carolina law. Partnering will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with the Contract.

The establishment of a partnering charter will not change the legal relationship of the parties to the Contract nor relieve either party from any of the terms of the Contract.

Charleston County will determine if a partnering meeting is needed for the project. Any cost associated with effectuating partnering will be agreed to by the Department and the Contractor and will be shared equally between them. No profit or markup will be paid to the Contractor for activities associated with the meeting. The Contractor's share of the costs will be paid through a change order to the Contract.

SPECIAL PROVISION NO. 11
PROMPT PAYMENT CLAUSE

- (1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the Work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item.
- (2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactorily completion of all work items of the subcontract" shall mean when the SCDOT pays the Contractor for the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from SCDOT for the last work item of the subcontract.
- (3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to SCDOT that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates.
- (4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

SPECIAL PROVISION NO. 12
AS-BUILT CONSTRUCTION PLANS

GENERAL

The Contractor shall produce and deliver to the Department a set final As-Built Plans for this Contract. These sets of As-Built Plans is not intended to document final quantities, but is intended to show approved revisions to the Contract design including but not limited to: revised roadway profiles and cross

sections, revised typical sections, revised drainage installations, any changes to the demolition and removal items and any other changes to the original design.

If any design changes occur during construction, the plan sheets (or any other “job site record document” with a seal) revised after award of the Contract shall include a complete accounting and detail of the revisions and design changes. The Project Engineer is responsible for the revisions shall seal each altered plan sheet (or any other “job site record document” with a seal). This documented information is to be part of the As-Built Plan requirements.

The As-Built Plans shall be neat, legible and of the correct size. Bridge projects and any road projects which include Plan, Profile and Cross-Section Sheets shall be full size. In general, if the job was let with full size plans (22” X 36”), the As-Built Plans shall be full size. All revisions to the original plans shall be delineated in red ink, located properly on the drawing, they shall be legible and true to scale. Every As-Built Plan, Profile and Cross-section Sheet shall be designated as such by note or stamp “As-Built” in red. The As-Built Plans shall be bound in the same manner as they were let, not combined. In other words, if a project includes road and bridge work and each is bound separately, keep them separate for As-Built Plans, each with its own AB201 cover sheet.

In submitting As-Built Plans, the Contractor shall be required to complete FORM AB205 or AB206 whichever is applicable, and submit the form with the required deliverables to the RCE. The items and notes on these forms that apply to this project establish the minimum requirements for As-Built Plans. The forms can be found on the SCDOT website at <http://www.scdot.org/doing/default.html>.

The final As-Built Plans shall be submitted within forty-five (45) days following the substantial work complete date of the project.

SPECIAL PROVISION NO. 13 **REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 is amended as follows:

Page 92 **Subsection 202.5**, item 5, second bullet:

Change the words "brick sidewalk" to "concrete, brick or stone sidewalks".

SPECIAL PROVISION NO. 14 **FINE GRADING**

Section 208 is amended as follows:

Page 131, **Subsection 208.5**, Paragraph 1, first sentence:

Insert the word "paved" before the word "shoulders".

SPECIAL PROVISION NO. 15 **MAINTENANCE STONE**

Maintenance Stone used on this project shall conform to the gradation requirements of Section 305, or to the gradation specified for Aggregate No. CR-14 in the Standard Specifications.

SPECIAL PROVISION NO. 16
MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES

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

SPECIAL PROVISION NO. 17
CLEANING EXISTING PIPE

The plans for this project provide for cleaning existing pipe. The Contractor shall furnish all equipment, materials and labor necessary to complete the Work as directed by the Engineer.

Measurement for payment shall be the actual linear feet (meters) of existing pipe satisfactorily cleaned regardless of size.

The contract bid price per linear foot (meter) shall be full payment for the completed and accepted work.

SPECIAL PROVISION NO. 18
DETECTABLE WARNING SURFACE

Description:

Detectable warnings are an Americans with Disabilities Act (ADA) requirement for the purpose of detecting the boundary between the sidewalk and the street. The detectable warning surface is a feature built in or applied to walking surfaces to warn visually impaired people where to stop. Generally, they are used where the sidewalk crosses or adjoins a vehicular way and the two surfaces are not separated by a curb, rail or other element excluding un-signalized driveway crossings. Truncated domes are the only detectable warning surface allowed along with a visually contrasting surface.

Materials:

The detectable warning surface consists of raised truncated domes with a base diameter of nominal 0.9 –1.4 inch, a height of nominal 0.2 inch and a center-to-center spacing of nominal 1.6 –2.4 inches. The pattern for the domes is a square pattern arranged in a parallel alignment. Minimum space between the domes at their base is 0.65 inch measured along any line of domes uniform over the entire detectable warning surface. See Standard Drawing 720-7 for details. Detectable warning surfaces must be listed on the Department's Approval Sheet prior to installation.

Detectable warning surfaces visually contrast with the adjoining surfaces. The SCDOT has selected the color "safety yellow" (Federal Number 33538) to meet this requirement. If a specific project requires another color other than safety yellow, the color selected will contrast either light-on-dark or dark-on-light.

Construction:

Cast detectable warnings into the newly poured concrete ramps or apply surface mounted detectable warnings after the walkway has cured. If existing ramps are retrofitted, use only the surface mount type of detectable warning. See Standard Drawing 720-7 for details.

Follow the manufacture's instructions for the proper installation of detectable warning surfaces. Provide copies of the manufacturer's literature to the Engineer to verify material and construction procedure compliance.

Method of Measurement:

The Engineer will measure detectable warnings by the square foot.

Basis of Payment:

Payment includes all costs for labor, materials, and incidentals to construct the detectable warnings in accordance with this Special Provision, Standard Drawing 720-7, and the manufacture's requirements. The bid item, description, and unit are as follows:

Item number	Description	Unit
7204900	DETECTABLE WARNING SURFACE	SF

SPECIAL PROVISION NO. 19
SEEDING

Section 810.2.3.3 is hereby amended by adding the following note to the table:

² The use of Annual Sudan Grass for temporary vegetation shall be prohibited statewide.

SPECIAL PROVISION NO. 20
SEDIMENT & EROSION CONTROL SPECIFICATIONS DURING CONSTRUCTION

In order to meet the requirements of National Pollution Discharge Elimination System (NPDES) regulations, the Contractor shall take necessary measures to insure all sediment is maintained on-site during construction. Best Management Practices (BMPs) implemented by the Contractor shall include, but not be limited to, the following:

1. At stream crossings, silt fence shall be placed beginning at the structure (bridge, culvert, or pipe) along the construction line on the shoulder to a minimum distance of 200 linear feet from the crossing. This distance may be extended farther from the stream crossing if conditions warrant and if it appears that there is further potential for sediment to escape the site and damage the stream. Silt fence shall be placed along both the inside and outside shoulders of the roadway.
2. Additional silt fence shall be placed in areas outside of stream crossings if there appears to be any potential for sediment to escape the site and damage property.
3. At stream crossings, median catch basins shall be protected by the appropriate inlet filter to prevent the entry of sediment into the pipe system.
4. In locations away from stream crossings, additional catch basins shall be protected by the appropriate inlet filter if there appears to be any potential for sediment to escape the site and to be deposited in adjacent drainage systems and/or outfalls.

5. Any fill or cut slopes greater than five feet shall be stabilized with a temporary erosion control blanket.
6. The Contractor may select suitable accepted alternates for protecting catch basins in lieu of wrapping with silt fence. Hay bales are not considered a suitable alternate.

SPECIAL PROVISION NO. 21
EROSION CONTROL

Section 815 is amended as follows:

Page 953, **Subsection 815.6:**

After paragraph 15, add the following paragraph:

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

Page 953, Subsection 815.6,

Change original paragraph number “16” to “17”.

SPECIAL PROVISION NO. 22
EROSION CONTROL MEASURES

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

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

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

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

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

- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR100000, effective September 1, 2006: The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal

NPDES permit program in the State of South Carolina. The permit may be viewed at the following Internet web address:

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

In accordance with the NPDES General Permit, sign a Co-Permittee Agreement and Contractor Certification statement (shown in Part 3.2D of the General Permit) and require all subcontractors performing land-disturbing activities to sign a Co-Permittee Agreement and Contractor Certification statement as part of their subcontract. These certifications are incorporated into the proposal form for the Contract. By signing either form, the Contractor acknowledges that upon award and execution of the Contract, he/she accepts/ understands the terms and conditions of the *Storm Water Pollution Prevention Plan (SWPPP)* as required by the NPDES General Permit and may be legally accountable to SCDHEC for compliance with the terms and conditions of the *SWPPP*. In addition, the Contractor certifies that the NPDES certification statement and/or co-permittee status is made part of all its subcontracts.

The SCDOT will complete and forward a *Notice of Intent (NOI)* to SCDHEC. If SCDHEC does not send a letter within 10 business days of receipt of the *NOI*, authorizing coverage, denying coverage, or advising that a review of the *CECP* will take place, coverage will be automatically granted.

Prepare and submit a *Contractor's Erosion Control Plan (CECP)* to the RCE before the pre-construction conference. Ensure that the plan meets the requirements of the NPDES General Permit. The plan will be reviewed and approved by the Department before commencing any land disturbing activities.

At the pre-construction conference, with all contractors and subcontractors performing land-disturbing activities present, the *CECP* will be explained and discussed so that each contractor and subcontractor is made aware of their responsibilities in the *CECP*.

Once approved, fully implement the *CECP*. Coordinate the prompt installation of erosion control devices with construction activities to maintain compliance with the above regulations and NPDES General Permit.

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

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

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

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

Coordinate the installation of all other permanent erosion control items with the grading and seeding operations. These items include, but are not limited to, asphalt gutter and riprap. Construct gutter work before or promptly after the seeding is performed. Place riprap at the ends of pipe immediately after the pipe is laid and promptly install riprap ditch checks after ditch work has been performed.

Failure to adequately comply with the provisions as detailed above or any other required erosion control measures will result in stoppage of all contract operations (except erosion and sediment control measures) until corrective action has been taken. Additional sanctions may be invoked by the SCDHEC in accordance with their authority.

Keep the following documents at the RCE's office from the start of construction until the site is finally stabilized:

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

When uniform perennial vegetation achieves a cover density of 70%, submit a *Notice of Termination (NOT)* to SCDHEC to terminate coverage. Include a signed statement with the *NOT* certifying that all work on the site has been completed in accordance with the *SWPPP* and the NPDES General Permit for all sites one acre or greater.

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due or that may become due to the Contractor. In case no monies are due or available, the fines incurred will be charged against the Contractor's Surety.

SPECIAL PROVISION NO. 23 ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

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

DIVISION 100:

Division 100 is amended as follows:

Page 3, The table in **Subsection 101.2** is amended as follows:

SCDOT OFFICIALS AND OFFICES

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE	Bridge Design	GDSE*	Geotechnical Design Support
*	Geotechnical Engineer		Engineer

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

Page 18, **Subsection 102.8**, paragraph 2, item E, first sentence:
Delete the word "the" after the word "When".

Page 36, **Subsection 105.6**, paragraph 1, last sentence:
Change the word "THE" to "the".

DIVISION 400:

Division 400 is amended as follows:

Page 189, **Subsection 401.2.1.2**, paragraph 1, first sentence:
Delete the period at the end of the sentence and add "and **SC-M-406**".

Page 220, **Subsection 403.5**, first sentence:
Change "HMA Intermediate Course" to "HMA Surface Course".

Page 220, **Subsection 403.6**, first sentence:
Change "HMA Intermediate Course" to "HMA Surface Course".

DIVISION 600:

Division 600 is amended as follows:

Page 397, **Subsection 625.2.2.4.11**, paragraph 1, first sentence:
Change 6% to 0.06%.

Page 436, **Subsection 627.4.10**, paragraph 2, first sentence:
Change "period of 90 days" to "period of 180 days".

Page 436, **Subsection 627.4.10**, paragraph 2, second sentence:
Change "90-day observation period" to "180-day observation period".

Page 436, **Subsection 627.4.10**, paragraph 3, first sentence:
Change "90-day period" to "180-day period".

DIVISION 700:

Division 700 is amended as follows:

Page 650, **Subsection 709.6.3**:
Replace subsection number "709.6.3" with "709.6.4".

Page 693, **Subsection 712.4.4**, paragraph 2, last sentence in A.:
Change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Page 702, **Subsection 712.4.10.4**, paragraph 1, last sentence:
Change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Page 703, **Subsection 712.4.10.6**:
Change first paragraph reference number from "2" to "1".

Page 713, **Subsection 712.6.10:**

Insert paragraph reference number “1” to the left of the first paragraph.

Page 772, **Subsection 723.1**

Insert paragraph reference number “3” to the left of the third paragraph.

Page 787, **Subsection 726.4.1**

Insert paragraph reference number “1” to the left of the first paragraph.

DIVISION 800:

Division 800 is amended as follows:

Page 910, **Subsection 815.1**, paragraph 1, first sentence:

Change “temporary flexible pipe” to “temporary pipe”.

Page 950, **Subsection 815.5**, paragraph 13:

Delete the first sentence and replace it with the following sentence;

The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5 and 803.6** respectively.

Page 951, **Subsection 815.5:**

Delete paragraph 19.

INDEX:

The Index is amended as follows:

Page I-3, **Bridge Deck Rehabilitation, measurement and payment:**

Delete page 807.

Page I-12, **Letting:**

Replace page 19 with page 9.

Page I-13, **Overhead Sign Structure:**

Replace page 488 with page 495.

Page I-15, **Proof Rolling:**

Delete page 98.

Page I-18, **Structural Steel, turned and ribbed bolts:**

Replace page 624 with page 625.

INDEX:

Page I-19, **Waterproofing, bridge deck:**

Delete page 907.

Page I-20, **Working Drawings:**

Replace page 543 with page 779.

APPENDIX A

PLANS

Appendix A (the Plans) to this Scope of Work is intentionally not attached hereto but is, because of its oversize, provided separately herewith. Appendix A is, nevertheless, part and parcel of this Scope of Work and is incorporated herein by reference.

APPENDIX B

PERMITS



JOSEPH P. RILEY, JR.
Mayor

City of Charleston
South Carolina
Department of Public Service

LAURA S. CABINESS, P.E.
Director

June 14, 2010

Eric Adams
4045 Bridge View Drive, Suite C204
North Charleston, SC 29405

Re: Farmfield Road Sidewalk
Roadwise 1634

Mr. Adams,

The City of Charleston's Engineer or an appointed designee has reviewed the civil construction drawings and stormwater management plan for the above referenced project located within the City of Charleston's MS4 jurisdiction. The proposed construction project has been found to be in compliance with the City of Charleston's minimum standards and Stormwater Management Ordinance. Please note that the City by reviewing and providing an opinion on compliance does not assume any liability as a result of providing such review and opinion. This letter shall not alleviate the designer engineer, owner's, and/or developer's duty, responsibility, or liability for any Federal, State or City laws or regulations.

This approval does not constitute, in any way, the right to start construction. After receipt of this letter the Office of Ocean and Coastal Resource Management (OCRM) will issue final approval of the Notice of Intent (NOI) and will certify coverage under the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). No construction can commence until DHEC-OCRM has certified coverage and the City issues an approved construction application. Any construction started before full permitting is received shall be subject to a stop work order and other penalties prescribed by law.

If you have any questions or comments regarding this approval, please contact a member of our engineering staff at (843) 724-3757.

Sincerely,

Fowler B. Del Porto, P.E.
Engineer

cc: Christine Koczera (DHEC-OCRM)



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

Sent Certified Mail, Article No: 91 7108 2133 3936 1127 7927

June 15, 2010

ERIC ADAMS
CHARLESTON COUNTY
4045 BRIDGE VIEW DR STE C-204
CHARLESTON SC 29405

Re: FARMFIELD ROAD SIDEWALK PROJECT
CHARLESTON County
Autocoverage - 69876
Stormwater Less Than/Equal To 0.5 Acre Within 0.5 mile

Dear ERIC ADAMS:

The submittal package indicates that the above referenced project is within one half mile of a receiving waterbody and is 0.3 acres in size. The Office of Ocean and Coastal Resource Management (OCRM) has reviewed the scope of the submittal and has determined this project is consistent with the S.C. Coastal Zone Management Plan. This project is automatically granted coverage under the NPDES General Permit for Stormwater Discharges From Large and Small Construction Activities effective September 1, 2006 per Part 2 of the permit.

Notification to OCRM is required per S.C. Stormwater Management and Sediment Reduction Regulations (26 S.C. Code Ann. Regs. 72-300, et seq. (Supp. 2006)). Your submittal package, dated June 15, 2010, meets the requirements set forth in **R. 72-305(B)(1) and 72-307(H) from the State Standards for Stormwater Management and Sediment Reduction**. Any impacts to Critical Areas as determined by SCDHEC-OCRM, and/or freshwater wetlands, as determined by the U. S. Army Corps of Engineers must be authorized by the appropriate agency.

If any other state or federal permits are required, a Coastal Zone Consistency Certification from OCRM will be required at that time. This letter does not alleviate your responsibility to obtain other required local, state or federal approvals.

Sincerely,

CHRISTINE KOCZERA

Regulatory Programs Division

cc: Jake Serrano – S2 Engineering Inc.
Fowler DelPorto – City of Charleston Engineering

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Ocean and Coastal Resource Management

Charleston Office • 1362 McMillan Avenue, Suite 400 • Charleston, SC 29405

Phone: 843.552.0700 • Fax: 843.552.0701 • www.scdhec.gov



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

The following procedures are in effect beginning July 1, 2006, pursuant to 2006 Act No. 387:

1. This decision of the S.C. Department of Health and Environmental Control (Department) becomes the final agency decision 15 days after notice of the decision has been mailed to the applicant or respondent, unless a written request for final review is filed with the Department by the applicant, permittee, licensee, or affected person.
2. An applicant, permittee, licensee, or affected person who wishes to appeal this decision must file a written request for final review with the Clerk of the Board at the following address or by facsimile at 803-898-3393.

Clerk of the Board
SC DHEC
2600 Bull Street
Columbia, SC 29201

3. The request for final review should include the following:
 - a. the grounds on which the Department's decision is challenged and the specific changes sought in the decision
 - b. a statement of any significant issues or factors the Board should consider in deciding how to handle the matter
 - c. a copy of the Department's decision or action under review
4. In order to be timely, a request for final review must be received by the Clerk of the Board within 15 days after notice of the decision has been mailed to the applicant or respondent. If the 15th day occurs on a weekend or State holiday, the request is due to be received by the Clerk of the Board on the next working day. The request for final review must be received by the Clerk of the Board by 5:00 p.m. on the date it is due.
5. If a timely request for final review is filed with the Clerk of the Board, the Clerk will provide additional information regarding procedures.
6. The Board of Health and Environmental Control has 60 days from the date of receipt of a request for final review to conduct a final review conference. The conference may be conducted by the Board, its designee, or a committee of three members of the Board appointed by the chair.
7. If a final review conference is not conducted within 60 days, the Department decision becomes the final agency decision, and a party may request a contested case hearing before the Administrative Law Court within 30 days after the deadline for the final review conference.

The above information is provided as a courtesy; parties are responsible for complying with all applicable legal requirements.

October 31, 2006

ATTACHMENT C

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CONTRACT
No. 4445
Farmfield Road Sidewalk

THIS CONTRACT ("Contract") entered into this ____ day of (Month) 2010 between **Charleston County**, South Carolina, a body politic and corporate under the laws of the State of South Carolina, (hereinafter "County") and **(NAME OF COMPANY/INDIVIDUAL)**, a (State Name) Sole Proprietorship/Partnership/Corporation (choose one), the address of which is Street, City, State, Zip (hereinafter "Contractor"); ("Party" as to each; collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the County has sought to contract with an independent contractor for furnishing all labor, supervision, materials and equipment required to perform Farmfield Road Sidewalks project in the City of Charleston ("Work"), and

WHEREAS, the County solicited bids pursuant to IFB No. 4445-11L for the aforesaid Work that is needed; and

WHEREAS, Contractor has represented to the County that its staff is qualified to provide the Work required in this Contract in a professional and timely manner; and

WHEREAS, the County has relied upon the above representations by Contractor; and

WHEREAS, County's Public Works Director has recommended that an Contract for aforesaid roadwork be entered into with Contractor; and

WHEREAS, Contractor desires to provide the aforesaid services pursuant to the terms and conditions contained below,

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, it is agreed by and between the Parties hereto as follows:

SECTION ONE
Definitions

Unless the context clearly requires otherwise, all capitalized terms used in this Contract shall have the meanings set forth in this Section One.

"Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the work.

"Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract which are incorporated by reference into this Contract and which are marked as follows:

- Exhibit A: Invitation for Bids (IFB) No. 4445-11L
- Exhibit B - Scope of Work (with Appendices)
- Exhibit C: Contractor's Insurance Certificate(s) and Endorsement(s)
- Exhibit D: Drug-free Workplace Certification Form
- Exhibit E - Contractor's Bid dated _____, 2010

In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:

- a. As between the Contract and the Contract Documents and any other document to include, but not limited to the plans or specifications, the Contract shall govern.
- b. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.
- c. Any documents not included or expressly contemplated in this Contract do not, and shall not, form a part of this Contract. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents.

As provided in Exhibit B, Scope of Work (with Appendices), attached hereto, certain publications shall also govern the Work hereunder, unless otherwise provided herein, and are also hereby incorporated by reference.

“Contract Price” The price listed in the Contract for service to be received in return.

“Contractor” has the meaning assigned above to that term, and includes that company’s agents, employees, and representatives.

“Contract Quantities” Estimated quantities listed on the bid form.

"County" means County of Charleston, a body politic and corporate under the laws of the State of South Carolina.

“Department” means the South Carolina Department of Transportation also shown herein as “SCDOT”

“Engineer” means the Project Engineer for the County, acting directly or through its duly designated representative, such representative acting within the scope of particular duties assigned to it or of the authority given it. For purposes of this Contract and the Work to be performed under it, the duly designated representative of the Engineer shall be the Project Manager (as defined below).

“Final Payment” means as the last payment from the County to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

“Notice to Proceed” means the written notice to be given by the County to the Contractor to commence Work under this Contract.

“Procurement Director” means the Contracts and Procurement Director for Charleston County.

“Project” means the “Work” and is used interchangeably with that term.

“Project Manager” shall be the field engineer designated by the County to serve as Project Manager for the Work.

“Project Site” means the site or sites where the Work is performed. This term is used interchangeably with "Work Site".

“Work” means the work specified and described in Exhibit B (“Scope of Work (with Appendices)”) to this Contract and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components.

“Work Site” means the “Project Site” and is used interchangeably with that term.

SECTION TWO

Term

Contractor shall complete the work within one hundred twenty (120) calendar days after the County issues a Notice to Proceed, absent any extensions as provided for herein. Contractor shall not commence work prior to the issuance of a Notice to Proceed.

SECTION THREE

Work

Contractor agrees to perform and furnish all labor, supervision, materials, equipment, tools, machinery, transportation and supplies necessary for the completion of the Work required under this Contract in a professional and timely manner.

Project Description: Farmfield Avenue Sidewalk project is in the City of Charleston. This project will consist of the construction of a sidewalk along the west side of Farmfield Avenue from the driveway adjacent to the V-Go gas station to the West Ashley Greenway.

Work shall include but is not limited to storm drainage improvements, erosion and sedimentation control, traffic control during construction, and the construction of an eight foot wide concrete sidewalk. The project will be constructed utilizing the items listed on the bid form.

Scope of Work/Plans (see Exhibit B, Scope of Work (with Appendices), for complete Scope of Work and Plans)

Miscellaneous:

1. This project is scheduled to be completed within ***one hundred and twenty (120)*** calendar days from the issuance of a Notice to Proceed.
2. All Work shall be performed as specified in the South Carolina State Highway Department Standard Specifications for Highway Construction, Edition 2007, *including revisions.*
3. The Project Manager will have the authority to adjust the rate of application as needed at the time of construction.
4. All existing asphalt and concrete driveways will be resurfaced to the right-of-way as directed by Engineer.
5. All testing required shall be performed by the Contractor at no additional cost to the County. Test results shall be given to the County’s on-site inspector. For quality control, tests may be performed periodically by the inspection staff for Charleston County.

6. Mandatory project meetings between the County and the Contractor will be held weekly for the duration of the Contract to discuss the progress of the Work and provide schedule updates.
7. Contractor shall submit invoices no later than the 25th day of each month. The Contractor and the County's Project Manager, on or before the 21st day of each month, shall review and agree on the quantities detailed on an invoice being submitted for payment.
8. This project is subject to compliance of the National Pollution Discharge Elimination Systems (**NPDES**) General Permit for Storm Water Discharges from Large and Small Construction Activities SCR10L010 (2006 **CGP**). The 2006 **CGP** can be downloaded from the following website: <http://www.scdhec.gov/environment/water/docs/finalcgp.pdf> . The Contractor is to ensure compliance with the approved Storm Water Pollution Prevention Plan (**SWPPP**) (Appendix A), the requirements of the 2006 Construction General Permit (**CGP**), the Storm Water Management and Sediment Reduction Act of 1991 and the Federal Clean Water Act (**CWA**).

The 2006 **CGP** requires the Contractor to sign a "Co-Permittee Contract and Contractor Certification" statement (shown in Part 3.2D of the **CGP**). This certification has been incorporated into Attachment E, Required Forms of this document. By signing this certification, the Contractor acknowledges that upon award and execution of the Contract it will become a Co-Permittee of the **NPDES** General Permit and will be accountable to ensure the terms and conditions of the **NPDES** general permit are implemented. In addition, the Contractor must certify that the **NPDES** certification statement and Co-Permittee status will be made part of all subcontractors working on the project.

Erosion and sediment control inspections will be conducted by the County per the requirements of the 2006 **CGP**. However, the Contractor shall correct any deficiencies noted within the inspection report.

9. The Contractor shall arrange to protect all utility facilities above and below ground or other utility properties from damage before commencing work. The Contractor shall refer to the "SCDOT Standard Specifications for Highway Construction, Edition 2007", subsection 107.22, "Contractor's Responsibility for Utility Property and Services" for additional information.
10. If the Contractor finds that the field conditions differs from the information provided in the plans and/or the utility relocations, the Contractor shall submit a notice to the Construction Engineering Inspector before performing additional work resulting from the alleged differing site conditions. The Contractor shall refer to the "SCDOT Standard Specifications for Highway Construction, Edition 2007", subsection 104.2.7, "Alteration of Plans or Character of Work" for additional information.
11. The Contractor shall be responsible for coordinating all related utility relocation and/or adjustments of the impacted utility owners within the Contract duration. No additional compensation will be made for delays associated with utility relocations. The Contractor shall refer to the "SCDOT Standard Specifications

for Highway Construction, Edition 2007”, subsection 105.6, “Cooperation with Utilities” for additional information.

12. The cost for liquid binder shall be considered incidental in the cost of the hot mix asphalt surface course.

Work is to be completed as indicated in Section Two after the issuance of the Notice to Proceed, absent any extensions as provided in Section Five hereof.

SECTION FOUR **Contract Price; Payment Terms**

- A. The Contractor is to perform the Work beginning on the Commencement Date until the termination of this Contract for the total, all inclusive price not to exceed Dollars (\$_____). Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor’s Bid.

The amount as specified, may be increased or decreased by the County through the issuance of a change order or amendment. Any prices specified in Contractor’s Bid or any such change order or Amendment will remain firm for the term of this Contract or any Amendment thereto.

- B. Contractor shall submit monthly invoices itemizing all labor and materials for which payment is requested. Subject to approval of the invoice by the County, the County shall pay Contractor for the performance of the Work, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, on the following basis:

Contractor shall submit invoices in the format that shall be provided by the County at the pre-construction meeting. Failure to follow the format may result in payment delays.

All invoices will be processed by the County once a month. All partial payments will be based upon Contractor's invoices, approved by the Project Manager, for the Work performed and materials completely in place in accordance with the Contract and to the satisfaction of the Project Manager. From the total of the amounts so ascertained, ninety percent (90%) shall be paid the Contractor and ten percent (10%) shall be retained by the County until after the completion of all the Work to the satisfaction of the County and the Department. After completion of ninety-five percent (95%) of the project, the retainage may be reduced to five percent (5%).

- C. Invoices will be submitted to the Project Manager and the invoice will contain IFB No. 4445-11L.
- D. With regard to items (which term includes without limitation any and all materials) in the Contract Price, the County reserves the right to increase the Contract Quantities by an amount not to exceed in value twenty percent (20%) of the total Contract Price or decrease the Contract Quantities by an amount not to exceed in value twenty percent (20%) of the total Contract Price. Payment will be made based on the unit prices submitted by Contractor and incorporated by reference in this Contract.

No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of

work as done. If the altered or added work is of sufficient magnitude as to require additional time in which to complete the Project, such time adjustment will be made at the determination of the County.

- E. No claim by the Contractor for any adjustment under this Contract shall be allowed if asserted after Final Payment under this Contract.
- F. Special income tax withholding, as set forth more fully below in the Section of this Contract entitled "State and Local Taxes": two percent (2%) income tax withholding as required by Section 12-8-540 and 12-8-550, S.C. Code of Laws (1976, as amended) for certain out-of-state contractors and subcontractors.
- G. When County requires substantiating information Contractor shall submit data justifying dollar amounts in question.

SECTION FIVE

Time

Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In this connection, Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County so as to plan its work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than excusable delays for which Contractor shall be granted an extension of time. If, in the reasonable opinion of the County, Contractor is not complying with the progress schedule or will not meet the completion date, County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and Contractor shall take the necessary steps to comply, all without increase in Contract Price.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the County, or by any separate contractor employed by the County, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, unavoidable casualties, delays specifically authorized by the County, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor and/or subcontractor or supplier at any tier, then the Contract time shall be extended by change order for such reasonable time, if any, as the County may determine that such event has delayed the progress of the Work or overall completion of the Work, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time, except as provided for below with regards to rain delays, shall be made in writing to the County, not more than five (5) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the Contractor must give written notice every week to the County. Within five (5) calendar days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal change order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of days extension requested, and such analysis and other documentation to demonstrate a delay in the progress of the Work or the overall Project completion. If the Contractor does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the Contractor.

Extensions of time shall be the Contractor's sole remedy for any and all delays, hindrances, or obstructions. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or obstruction in the orderly progress of the Work or delay from any cause in the progress of the Work, whether such hindrances or delays be avoidable or unavoidable. Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid cause and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract. Without limitation, the County's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

Weather delays are generally referred to as "rain days", and shall apply to days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of completion. An average number of rain days are included in the completion date determination. This was determined by the following method:

Using the NOAA monthly reports, all days in each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	10	8	8	9	9	14	16	11	16	7	12

Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County's Representative within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section 18, the Contractor shall make a claim for time extension due to rain delays within five (5) calendar days of issuance of the NOAA monthly report.

SECTION SIX

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit C, Insurance Certificate(s) and Endorsement(s), which is attached hereto and previously incorporated by reference. The County may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding Contractor's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The Contractor shall also require any sub-contractors to carry the same coverages in the same amounts.

The County must be advised immediately of any changes in required coverages.

SECTION SEVEN
Payment and Performance Security

Contractor shall provide and maintain payment and performance bonds in the amount of _____ (\$_____) exclusive of change order.

SECTION EIGHT
Compliance with Legal Requirements

All applicable federal, state and local laws, ordinances, and rules and regulations of any authorities (including, but not limited to, any laws, ordinances or regulations relating to the S.C. Department of Revenue or the S.C. Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Work. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its 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."

Contractor agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

The Contractor agrees to and shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities under Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of this Contract. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold County harmless and indemnify same in the event of non-compliance.

SECTION NINE
Drug-free Workplace Act

Contractor shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts for a stated or estimated value of \$50,000 or more to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed.

SECTION TEN

Material and Workmanship: Warranties and Representations

Contractor represents that its staff is knowledgeable about and experienced in performing the Work required in this Contract and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.

Contractor warrants and represents that it shall be responsible for all subcontractors working directly for it, as well as for their work product, as though Contractor had performed the Work itself.

- A. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the SCDOT Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Contracts and Procurement Director, for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Contracts and Procurement Director, the Contractor shall provide full information concerning the material or articles which it contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval shall be at the risk of subsequent rejection.
- B. Any and all manufacturers' warranties on any equipment or materials will be passed on to the County and copies of said warranties will be furnished by the Contractor to the County upon completion and final acceptance of the Work.
- C. The Contracts and Procurement Director may, in writing, require the Contractor to remove from the Work Site any employee the Contracts and Procurement Director deems incompetent, careless or otherwise objectionable.
- D. In addition to any manufacturer's warranties, all labor and materials are warranted to be free from defects for a period of twenty-four (24) months after the date of Final Payment by the County.

SECTION ELEVEN

Retention of Records

The Contractor agrees to maintain for three (3) years from the date of Final Payment, or until the end of any audit or closure of all pending matters under this Contract, whichever is later, all books, documents, papers, and records pertinent to this Contract. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representatives access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued in connection with this Contract.

SECTION TWELVE

State and Local Taxes

Except as otherwise provided, Contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if County receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of the Contract which is subject to the seven and one half percent (7.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the County will withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes County with a valid South Carolina Use Tax Registration Certificate Number.

Contractor shall indemnify and hold harmless the County for any loss, cost, or expense incurred by, levied upon or billed to the County as a result of Contractor's failure to pay any tax of any type due in connection with this Contract.

The Contractor shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state sub and sub-subcontractors to which withholding is applicable.

SECTION THIRTEEN

Independent Contractor

Contractor is an independent contractor and shall not be deemed the agent or employee of the County for any purpose whatsoever. Contractor shall not hold himself out as an employee of the County and shall have no power or authority to bind or obligate the County in any manner, except the County shall make payment to Contractor for work and expenses as herein provided. Contractor shall obtain and maintain all licenses and permits required by law for performance of this Contract by him or his employees, agents, and servants. Contractor shall be liable for and pay all taxes required by local, state or federal governments, including but not limited to social security, Workers' Compensation, employment security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of Contractor or its employees, agents, or servants by reason of this Contract.

SECTION FOURTEEN

Inspection and Acceptance, No-Claim Affidavits

- A. All Work (which term includes, but is not restricted to materials, workmanship, manufacture and fabrication of components) shall be subject to inspection and test by the County and/or SCDOT at all reasonable times and places prior to acceptance. Any such inspection and test is for the sole benefit of the County and/or SCDOT and shall not relieve the Contractor of the responsibility of providing quality supplies to comply with the Contract requirements. No inspection or test by the County and/or SCDOT shall be construed as constituting or implying acceptance. Inspection or test shall not relieve the Contractor of the responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights (including warranty rights) of the

County and/or SCDOT after acceptance of the completed Work. The Contractor shall conduct and pay for all tests required in the Scope of Work.

- B. The Contractor shall, without charge, replace any material or correct any workmanship found by the County not to conform to the Contract requirements, unless the County consents in writing to accept such material and workmanship with an appropriate adjustment in Contract Price. The Contractor shall promptly remove rejected material from the premises.
- C. Upon completion and acceptance of all Work, the Contractor shall provide the Project Manager with written affidavits. Such affidavits shall state that all claims arising by virtue of the Contract have been paid in full with any exceptions listed on such affidavits.

SECTION FIFTEEN

Cleanup Work

- A. During progress of Work, Contractor will keep the site and affected adjacent areas cleaned up. Remove all rubbish, surplus materials, surplus excavates, and unneeded construction equipment so that the sites will be inconvenienced as little as possible.
- B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by work done under this Contract, Contractor will remove and dispose of such material or debris during the progress of the Work.
- C. Upon completion of the Work, Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.
- D. Contractor will remove all debris from any grounds which have been occupied by the Contractor and leave the roads and all parts of the premises and adjacent site affected by Contractor's operations in a neat and satisfactory condition.
- E. Contractor will restore or replace, when and as directed, any public or private property damage by Contractor's work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

SECTION SIXTEEN

Conditions Affecting the Work

- A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.
- B. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

SECTION SEVENTEEN
Safety of Persons and Property

- A. The following provisions are in addition to those pertinent sections contained in the standard specifications.
- B. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (i) Employees on the Work Site and other persons who may be affected thereby:
 - (ii) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - (iii) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- D. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.
- H. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

- I. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's best discretion, to prevent threatened damage, injury or loss.

SECTION EIGHTEEN

Change Orders

One or more changes to the Work within the general scope of this Contract may be ordered by change order. The County may also issue construction change directives, as set forth below. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- A. Change orders shall be submitted on the forms and pursuant to the procedures of the County. Change order shall mean a written order to the Contractor executed by the County after execution of this Contract, directing a change in the Work. A change order may include a change in the Contract Price, (other than a change attributable to damages to the Contractor for delay, which the Parties agree are not allowed under this Contract) or the time for the Contractor's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a change order, the County may also direct a change in the Work in the form of a construction change directive, which will set forth the change in the Work and the change, if any, in the Contract Price or time for performance, for subsequent inclusion in a change order;
- B. Any change in the Contract Price resulting from a change order shall be determined by use of the Unit Prices set forth in the Contractor's bid.
- C. The execution of a change order by the Contractor shall constitute conclusive evidence of the Contractor's contract to the ordered changes in the Work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the change order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed change order.
- D. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all change orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the change order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such change order and the surety shall be conclusively deemed to have been notified of such change order and to have expressly consented thereto.

SECTION NINETEEN

Claims and Disputes

- A. Definition. A Claim is a demand or assertion by one of the Parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Party making the Claim. Following all limits and procedures herein shall be a condition precedent to Contractor's entitlement to any increased compensation from any claim.

- B. Time Limits on Claims. Claims by either Party must be made within ten (10) business days after occurrence of the event giving rise to such Claim or within ten (10) business days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by change order will not be considered.
- C. Continuing Contract Performance. Pending final resolution of a Claim request for review of site conditions, request for information, or resolution of a dispute, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the County shall continue to make payments in accordance with the Contract Documents.
- D. Waiver of Claims: Final Payment. The making of Final Payment shall constitute a waiver of Claims by the County except those arising from:
1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 2. Failure of the Work to comply with the requirements of the Contract Documents; or
 3. Terms of special warranties required by the Contract Documents.
- E. Claims for Additional Costs. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 17(I). If the Contractor believes additional cost is involved for reasons including but not limited to (1) an order by the County to stop the Work where the Contractor was not at fault, (2) a written order for a minor change in the Work, (3) failure of payment by the County, (4) termination of the Contract by the County, (5) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.
- F. Claims for Additional Time. See Section Five herein.
- G. Injury or Damage to Person or Property. If either Party to the Contract suffers injury or damage to person or property because of an act or omission of the other Party, of any of the other Party's employees or agents, or of others for whose acts such Party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other Party within a reasonable time not exceeding 10 business days after first observance. The notice shall provide sufficient detail to enable the other Party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided herein.

SECTION TWENTY

Damages

The Contractor agrees that, if the Work, or any part thereof, is not completed within the time agreed upon in this Contract or any extension thereof, the Contractor or its sureties shall be liable to the County in the amount specified below for each and every calendar day the completion of the Work is delayed beyond the calendar date in this Contract, as fixed and agreed liquidated damages and not as a penalty; and the County shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to the Contractor, the amount of such liquidated damages; and if the amount so retained by County is not sufficient to pay in full such liquidated damages, the Contractor shall pay to the County or its sureties the amount necessary to effect payment in full of such liquidated damages.

Any adjustment of the Contract time for completion of the Work granted in accordance with the provisions of this Contract will be considered in the assessment of liquidated damages.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the County of any of its rights under this Contract.

Schedule of Liquidated Damages for Each Day of Overrun in Contract Time:

Original Contract Amount From <u>More Than</u>	To and <u>Including</u>	Daily Charge Calendar Day <u>or</u> <u>Fixed Date</u>
\$ 0	\$ 50,000	\$ 100.00
50,000	100,000	200.00
100,000	500,000	400.00
500,000	1,000,000	600.00
1,000,000	2,000,000	800.00
2,000,000	5,000,000	1,100.00
5,000,000	10,000,000	1,400.00
10,000,000	and greater	1,800.00

Additional provisions concerning the Contractor's liability in certain specific events or circumstances are set forth throughout the Scope of Work. By signing this Contract, Contractor expressly agrees to the terms thereof.

SECTION TWENTY-ONE

Suspension of Work

The Contracts and Procurement Director may order, in writing, the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

The Contracts and Procurement Director may order suspension of the Work in whole or in part for such time as it deems necessary because of the failure of the Contractor to comply with any of the requirements of this Contract, and the Contract's completion date shall not be extended on account of any such suspension of Work.

When the Contracts and Procurement Director orders any suspension of the Work under the subparagraph above, the Contractor shall not be entitled to any payment for Work with respect to the period during which such Work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-TWO
Modification of Contract

The County's Contracts and Procurement Director has the unilateral right to modify this Contract when the modification is in the best interest of the County, provided however, the Contractor is given written notice of any such modification and the County is responsible for paying Contractor for any additional expenses incurred by Contractor which relate to the modification. Subject to the above, the Contractor shall immediately notify the County in writing of any proposed adjustment in its fee. The Contractor is obligated to perform the revised contract when so directed by the Contracts and Procurement Director and the County is obligated to pay for the work performed pursuant to the modification. No claim by the Contractor for an adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.

SECTION TWENTY-THREE
Termination

A. For Convenience

The Contracts and Procurement Director, by advance written notice, may terminate this Contract when it is in the best interests of the County. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished. The Contractor will not be compensated for any other costs in connection with a termination for convenience. The Contractor will not be entitled to recover any damages in connection with a termination for convenience.

B. For Default

If the Contractor refuses or fails to perform the Work or any separable part thereof in a timely or workmanlike manner in accordance with the Contract Documents, or otherwise fails, in the sole opinion of the County, to comply with any of the terms and conditions of the Contract Documents deemed, in the sole opinion of the County, to be material (including, without limitation, the requirement that Contractor obtain and maintain in force all necessary permits), such refusal or failure shall be deemed a default under this Contract.

In the event of a default under this Section, County shall have the right to terminate forthwith this Contract by written notice to the Contractor. In the event of such default, the advance notice period for termination is waived and the Contractor shall not be entitled to any costs or damages resulting from a termination under this section.

Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the County resulting from Contractor's default. Any wrongful termination for default shall be deemed by the Parties a termination for convenience.

C. Termination for Non-Appropriation of Funds

The Contracts and Procurement Director, by written advance notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated

for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

D. Rights Cumulative

The rights and remedies of the County provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

SECTION TWENTY-FOUR
Indemnification

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Contractor hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Contractor in conduct of this Contract, as follows:

For matters other than those arising from the rendering or failure to render professional services, the Contractor expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Contractor and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the Contractor, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, Contractor shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Contractor will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Contractor in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Contractor's employees and any person, directly or indirectly employed by the Contractor (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of claim that triggers the indemnity, the successful Bidder shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the

Contractor's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

SECTION TWENTY-FIVE

Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Violation of this clause may result in Contract termination.

SECTION TWENTY-SIX

Labor; Subcontractors; Employment Consideration

The Contractor shall not contract with a proposed person or entity to whom the County has made reasonable and timely objections. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable and timely objection.

The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the Contract.

Employment of labor by Contractor shall be effected under conditions which are satisfactory to County. Contractor shall remove or cause to have removed from the project any employee or employees who are considered unsatisfactory by the County.

Contractor assumes the responsibility for assuring that its working forces are compatible with other forces on the job and Contractor is responsible for making himself aware of those forces. Contractor will furnish a competent representative who is to be kept available to the site to represent the Contractor for the purpose of receiving notices, orders and instruction.

SECTION TWENTY-SEVEN

Other Contracts

The County reserves the right to undertake or award other contracts for additional work/services, and may elect to complete portions of the work/services included in this Contract using its own forces or through other contracts, and the Contractor shall fully cooperate with such other contractors, County employees and carefully fit its own work/services to such work/services as may be directed by the County. The Contractor shall not commit or permit any act by its forces or subcontractors which will interfere with the performance of work/services by any other contractor or by County and or Department employees.

SECTION TWENTY-EIGHT
Permits and Licenses

The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining all necessary licenses and permits required by the State of South Carolina, a municipality or the County or any other authority having jurisdiction. Prior to execution of a contract, the Contractor may be required to provide a copy of its current applicable Contractor's License issued by the State of South Carolina and the County. Any subcontractor must comply with the regulations promulgated in the South Carolina Contractor's Licensing Board as enforced by the South Carolina Licensing Board for Contractors. Contractor's (and or any subcontractor's) License Number, Person's Name and Business Name must all be shown on all required licenses.

SECTION TWENTY-NINE
Assignment

The Contractor shall not assign in whole or in part this Contract without the prior written consent of the County. The Contractor shall not assign any money due or become due to it under said Contract without the prior written consent of the County.

SECTION THIRTY
Controlling Law

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a nonjury hearing in the Court of Common Pleas, Ninth Judicial Circuit, Charleston County, South Carolina. The prevailing Party shall be entitled to recover attorney's fees and costs of the litigation.

SECTION THIRTY-ONE
Severance

Should any part of this Contract be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor this Contract as a whole, invalid.

SECTION THIRTY-TWO
County's Designated Representative(s)

In the event that any questions or problems arise in the course of performing this Contract, Contractor shall immediately contact one or more of the following County representatives:

Barrett J. Tolbert, Director
 Charleston County Procurement Department
 4045 Bridge View Drive, Suite B250
 North Charleston, South Carolina 29405
 (843) 958-4750

SECTION THIRTY-THREE
Notices

Whenever any provision of this Contract requires the giving of written notice, it shall be deemed to have been validly given if delivered by person or by registered mail to the following:

If to the County:

Barrett J. Tolbert., Director
Charleston County Procurement Department
4045 Bridge View Drive, Suite B250
North Charleston, South Carolina 29405

If to the Contractor:

[To be completed upon award]

SECTION THIRTY-FOUR
Non-Waiver

Any waiver of any default by either Party to this Contract shall not constitute waiver of any subsequent default, nor shall it operate to require either Party to waive, or entitle either Party to a waiver of, any subsequent default hereunder.

SECTION THIRTY-FIVE
Entire Contract

This Contract constitutes the entire understanding and Contract between the Parties hereto and supersedes all prior and contemporaneous written and oral contracts between the Parties and their predecessors in interest regarding the subject matter of this Contract. This Contract may not be changed, altered, amended, modified, or terminated orally, except as specifically provided, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties executed this Contract under their several seals the day and year first written above.

WITNESSETH:

Charleston, SC

CONTRACTOR:

Name
Title

COUNTY OF CHARLESTON

Barrett J. Tolbert
Contracts and Procurement Director

ATTACHMENT D

SAMPLE FORM(S)

**INSURANCE REQUIREMENTS
(Contracts Greater Than \$25,000)**

Contractors working for Charleston County are required to procure and maintain for the duration of their contract with the County insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or subconsultants. The cost of such insurance shall be the responsibility of the Contractor.

- A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:
 - 1. Insurance Services Office Commercial General Liability Coverage Form (“occurrence”) CG 00 01 10 93.
 - 2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 “any auto”.
- B. Contractor shall carry workers’ compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)
- C. Contractor shall maintain limits no less than the following:
 - 1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit.
 - 2. **AUTOMOBILE LIABILITY:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. **WORKERS’ COMPENSATION:** Statutory limits are required by South Carolina state law, and employer’s liability limits of \$100,000 per accident.
- D. Required policies are to contain, or be endorsed to contain, the following provisions:
 - 1. General Liability and Automobile Liability Coverages

The County, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officials, employees or volunteers. To accomplish this objective, the County shall be named as an additional insured under the Contractor’s general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors’ insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the County, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Contractor for the County.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County.
- F. Each insured policy required by the County shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- G. All coverages for subconsultants shall be subject to all the requirements stated herein.
- H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.
- I. If the County elects to assign the attached Contract to the Charleston Public Facilities Corporation, or the Charleston County Transportation Committee, as set for in the contract, then the Charleston Public Facilities Corporation or the Charleston County Transportation Committee shall be named an additional insured along with the County and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County, Procurement Department, before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

Charleston County Procurement Department
Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive
North Charleston, South Carolina 29405

POLICY NUMBER: **COMMERCIAL** **GENERAL**
CG 20 10 10 93 **LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name of Person or Organization:

THE COUNTY OF CHARLESTON, CHARLESTON, SOUTH CAROLINA
THE CHARLESTON PUBLIC FACILITIES CORPORATION (if applicable)
THE CHARLESTON COUNTY TRANSPORTATION COMMITTEE (if applicable)

(See Assignment Section in the attached Contract to determine whether Charleston Public Facilities Corporation or Charleston County Transportation Committee are applicable.)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE

Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345	This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.
	COMPANIES AFFORDING COVERAGE
	Company A (Issuing Company)
	Company B

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY ☒ Comm. General Liability ☐ Claims Made ☒ Occur ☐ Owner's & Contract's Prot ☒ Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY ☒ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY ☐ Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY ☐ Umbrella Form ☐ Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: ☐ Incl ☐ Excl	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	☐ Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS (FORM B (ISO-2010 10/93) IS INCLUDED, NAMING HOLDER AS ADDITIONAL INSURED. THIS INSURANCE IS PRIMARY, AND OUR OBLIGATIONS ARE NOT AFFECTED BY ANY OTHER INSURANCE CARRIED BY THE ADDITIONAL INSURED WHETHER PRIMARY, EXCESS, CONTINGENT, OR ON ANY OTHER BASIS.

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF CHARLESTON ATTN: PROCUREMENT DEPARTMENT LONNIE HAMILTON, III PUBLIC SERVICES BUILDING 4045 BRIDGE VIEW DRIVE N. CHARLESTON, SC 29405	Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative
	AUTHORIZED REPRESENTATIVE



**Charleston County Government
Performance Bond**

KNOW ALL MEN BY THESE PRESENTS, that _____
 (Insert full name and address or legal title of Contractor)
 as Principal, hereinafter called Contractor, and, _____
 (Insert full name and address or legal title of Surety)
 as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Government,, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 2010, entered into a contract with
 Owner for _____
 (Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
 (Insert full name and address or legal title of the Design Professional)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible

bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion of the Work, but not exceeding the Contract Price excluding other costs and damages for which Surety may be liable hereunder.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this ____ day of _____, 2010.

(Witness)

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)



**Charleston County Government
Labor and Material Payment Bond**

(This bond is issued simultaneously with Performance Bond in favor of the Owner conditioned on the full and faithful performance of the Contract)

KNOW ALL MEN BY THESE PRESENTS, that _____
 (Insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, _____
 (Insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Charleston County Transportation Committee, 4045 Bridge View Drive, North Charleston, South Carolina 29405, as Oblige, hereinafter called Owner, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, 2010, entered into a contract with Owner for _____
 (Insert full name, address and description of project)

in accordance with the Drawings and Specifications prepared by _____
 (Insert full name and address or legal title of the Design Professional)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the

Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a nonjury hearing before the Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this ____ day of _____, 2010.

(Witness)

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title)



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
**NONRESIDENT TAXPAYER
REGISTRATION AFFIDAVIT
INCOME TAX WITHHOLDING**

ATTACHMENT A

I-312
(Rev. 5/7/04)
3323

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: _____
2. Trade Name, if applicable (Doing Business As): _____
3. Mailing Address: _____
4. Federal Identification Number: _____
5. _____ Hiring or Contracting with:
 - Name: _____
 - Address: _____
- _____ Receiving Rentals or Royalties From:
 - Name: _____
 - Address: _____
- _____ Beneficiary of Trusts and Estates:
 - Name: _____
 - Address: _____
6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):
 - ☐ The South Carolina Secretary of State or
 - ☐ The South Carolina Department of Revenue
- Date of Registration: _____
7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment, or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44 (B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

_____(Seal) _____
(Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) Date

If Corporate Officer, state title: _____

(Name - Please Print)

Mail to: The company or individual you are contracting with.

**INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Code Section 12-8-570 requires trusts or estates making distribution of South Carolina taxable income to a nonresident beneficiary to withhold 7% of the beneficiary's distribution which is attributable to South Carolina taxable income.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

Our Internet address is: **www.sctax.org**

Charleston County
Drug-free Workplace Certification
(Contractor/Vendor Other Than Individuals)

This certification is required by the Drug-free Workplace Act, Section 44-107-10 et seq South Carolina Code of Laws (1976, as amended). The regulations require certification by Contractors/Vendors prior to award, that they will maintain a drug-free workplace as defined below. The certification set out below is a material representation of fact upon which reliance will be placed when determining the award of a contract. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of contract, or suspension or debarment from the right to submit bids or proposals for Charleston County projects.

For purposes of this Certification, “Drug-free Workplace” is defined as set forth in Section 44-107019 (1), South Carolina Code of Laws (1976, as amended). The aforesaid Section defines workplace to include any site where work is performed to carry out the Contractor’s/ Vendor’s duties under the contract. Contractor’s/Vendor’s employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug-free Workplace Act.

By signing this document, the Contractor/Vendor hereby certifies that it will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s/Vendor’s workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor’s/Vendor’s policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement: and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;

- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and
 - (b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Charleston County Contract Number: 4445

Project Name: Farmfield Road Sidewalk

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name/Title: _____

Signature: _____ **Date:** _____

Witness: _____

Note: This certification form is required for all contracts for a stated or estimated value of \$50,000 or more.

ATTACHMENT E

REQUIRED FORMS

BID FORM
Page One

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. The Bidder has carefully examined the plans and specifications with the related documents and visited the site of the Project for which it is submitting a bid.
2. The Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies and labor, and has visited the site and is therefore familiar with all physical conditions affecting the Work and has considered same in calculating its bid.
3. If the Bidder is awarded the Contract, it will provide all labor, material, supplies and equipment and execute the Work in accordance with the Contract Documents.
4. If the Bidder is awarded the Contract, Bidder will commence Work after the issuance of a "Notice to Proceed" as required in the Invitation for Bids.
5. If the Bidder awarded the Contract, Bidder agrees that if the Work or any part thereof is not completed according to the specifications and terms of the Contract Documents and within the Contract Time (including any extension thereof), its sureties will be liable for Liquidated Damages in accordance with the Contract.
6. The Bidder will hold its bid open for sixty (60) calendar days after the date bids are opened or else will forfeit the bid security to the County.
7. If the Bidder is awarded the Contract, it will provide a performance bond and a payment bond (Charleston County labor and material bond and performance bond) together with insurance coverage as required by the Invitation for Bids. The costs of the bonds and insurance are included in the bid.
8. The Bidder understands that the County reserves the right to reject any bids which do not meet the bid requirements or all bids in the event that the Project is canceled or postponed, or if such is in the best interests of the County.
9. That if awarded the Contract the successful Bidder will enter and execute a contract as required in the Invitation for Bids.
10. That the Bidder is legally able to enter into and perform a contract, if awarded.
11. That the Bidder is current on all taxes and fees owed to the County.

BID FORM Page Two

The undersigned hereby offers to furnish all materials and supplies, tools, barriers, equipment, labor, subtrade costs, supervision, clean up and other costs, without exception, in accordance with the plans, specifications, drawings, and Contract Documents for Invitation for Bids No. 4445-11L.

TIME OF COMPLETION:

The undersigned agrees to commence Work upon issuance of a Notice to Proceed with an adequate force, carry the Work forward as rapidly as possible, and complete the Project as required by the Invitation for Bids. Completion of this Project shall be achieved within ***one hundred twenty (120)*** calendar days from the date of issuance of the Notice to Proceed.

EXECUTION OF THE CONTRACT:

The undersigned further agrees that in the case of failure or refusal on its part to execute the Contract within five (5) business days after the issuance of a Notice of Award, the check, cash, or bid bond accompanying this bid shall be paid into the funds of the County's account set aside for this Project, as liquidated damages, and not as a penalty, for such failure; otherwise the check, cash, or bid bond accompanying this bid shall be returned to the undersigned. Please note that the Contract must be executed in Charleston, South Carolina.

BID PRICES:

The unit price per ton, square yard, linear foot, etc., must reflect all materials, supplies, equipment, supervision, labor costs, quality control services, and sales tax necessary to complete the Project. All costs for grading, sweeping, cleaning, shaping, tacking, compacting, etc., shall also be included in the unit bid price.

The total base bid will be considered in determining the Award of Contract pursuant to Paragraph Five (5) of this IFB.

Charleston County reserves the right to increase the Contract quantities by an amount not to exceed in value twenty percent (20%) of the total Contract amount, or decrease the Contract quantities by an amount not to exceed in value twenty percent (20%) of the total Contract amount. Any increase in quantity will be on other streets or in the same general area of Work. Payment will be made based on the unit bid prices shown on the successful bidders Bid Form(s) and incorporated by reference in the Contract. See the attached Contract for additional terms regarding payment for adjustments in quantities, and other adjustments to the Contract.

BID FORM**Page Three**

NOTE: THE QUANTITIES LISTED HEREIN ARE ESTIMATES ONLY AND DO NOT CONSTITUTE ANY WARRANTY OR GUARANTEE BY THE COUNTY, AND SHOULD NOT BE RELIED UPON BY BIDDERS. ALL QUANTITIES MAY VARY. THE TOTALS REQUIRED ON THE BID FORM HEREIN ARE FOR INFORMAL COMPARISON ONLY. PAYMENTS WILL BE BASED UPON UNIT PRICES.

<i>Item Number</i>	<i>Description of Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
1071000	TRAFFIC CONTROL	1.00	LS		
2011000	CLEARING & GRUBBING	1.00	LS		
2023000	REMOVAL & DISPOSAL OF EXISTING CONCRETE PAVEMENT	15.00	SY		
2024100	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	200.00	SY		
2031200	SITE EXCAVATION	1.00	LS		
2091000	SELECT MATERIAL FOR SHOULDERS AND SLOPES	400.00	CY		
2103000	FLOWABLE FILL	60.00	CY		
4012040	FULL DEPTH PATCH ASPHALT (4")	40.00	SY		
4030330	HMA SURFACE COURSE-TYPE CM (2" UNIFORM)(INCLUDES LIQUID)	15.00	TONS		
7141113	18" RC PIPE CUL - CLASS III	24.00	LF		
7141114	24" RC PIPE CUL - CLASS III	88.00	LF		
7141115	30" RC PIPE CUL - CLASS III	160.00	LF		
7141116	36" RC PIPE CUL - CLASS III	620.00	LF		
7141120	29"X45" RC PIPE CUL - CLASS III	50.00	LF		
7191605	CATCH BASIN - TYPE 16	5.00	EA		

BIDDER: _____

IFB NO. 4445-11L

BID FORM
Page Four

NOTE: THE QUANTITIES LISTED HEREIN ARE ESTIMATES ONLY AND DO NOT CONSTITUTE ANY WARRANTY OR GUARANTEE BY THE COUNTY, AND SHOULD NOT BE RELIED UPON BY BIDDERS. ALL QUANTITIES MAY VARY. THE TOTALS REQUIRED ON THE BID FORM HEREIN ARE FOR INFORMAL COMPARISON ONLY. PAYMENTS WILL BE BASED UPON UNIT PRICES.

<i>Item Number</i>	<i>Description of Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
7191625	CATCH BASIN - TYPE 9	2.00	EA		
7191630	CATCH BASIN - TYPE 9 (LARGE)	1.00	EA		
7191650	CATCH BASIN - TYPE 16/9 (COMBINATION)	3.00	EA		
7192020	DROP INLET (24"X36")	1.00	EA		
7203310	CONCRETE CURB AND GUTTER (1'- 6")	450.00	LF		
7204100	CONCRETE SIDEWALK (4" UNIFORM)	650.00	SY		
7204105	CONCRETE SIDEWALK (6" UNIFORM)	160.00	SY		
7204200	HANDICAP RAMPS (CONCRETE)	3.00	EA		
7204900	DETECTABLE WARNING SURFACE	60.00	SF		
8100001	PERMANENT VEGETATION	500.00	SY		
8041200	HAND PLACED RIP-RAP	30.00	TONS		
8152004	INLET STRUCTURE FILTER - TYPE A	60.00	LF		
8152006	INLET STRUCTURE FILTER - TYPE E	60.00	LF		
8153000	SILT FENCE	750.00	LF		
TOTAL					

BID FORM Page Five

BID SECURITY

Amount Enclosed (5% of Bid) \$ _____ (Bid Bond or Cashier's Check)

BID HOLDING TIME:

Prices must remain firm for a minimum of sixty (60) business days from bid opening. Please indicate maximum time that bid prices will remain firm.

Prices firm through: _____

CHARLESTON COUNTY TAXES:

Please note that the Procurement Department is required to verify that all taxes have been paid to the County. If you owe delinquent taxes, your bid may be disqualified from consideration. If you wish to inquire as to your tax status, you may contact the Charleston County Delinquent Tax Office Department at (843) 958-4570.

BUSINESS LICENSE:Does your business have a valid Charleston County Business License? ☐ Yes ☐ No

If so, list the number _____. You must possess a valid Charleston County Revenue Collections for business undertaken in the unincorporated areas of the County. Contact the Charleston County Revenue Collections/User Fee Department at (843) 958-4880 with any questions.

Note: Work performed inside the corporate limits of a municipality will also necessitate a business license for that municipality.

Is your firm a _____ Partnership, _____ Corporation, _____ Sole Proprietorship?
If incorporated, please list state of incorporation: _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

Charleston County Council has amended its Procurement Ordinance to include a mandatory Small Business Enterprise (SBE) subcontract requirement on most procurements and contracts. See Attachment E, Required Forms, for details on the requirement for this project.

CHARLESTON COUNTY DISADVANTAGED BUSINESS GOAL

Charleston County Council has established a goal of 20% for Disadvantaged Business Enterprise (DBE) participation. This goal is in addition to the Small Business Enterprise (SBE) Program requirements set forth herein.

BID FORM**Page Six****BUSINESS OWNERSHIP CERTIFICATION**

Are you a certified Charleston County Small Business Enterprise (SBE)?

☐ No☐ Yes

(If yes, give SBE Certification No. _____)

Regarding the ownership of your company, mark all that apply:

- | | | | | | |
|---------------------------------------|------|---|------|--|------|
| ☐ White Male | ___% | ☐ Hispanic/Latino Male | ___% | ☐ American Indian/Alaskan Native Male | ___% |
| ☐ White Female | ___% | ☐ Hispanic/Latino Female | ___% | ☐ American Indian/Alaskan Native Female | ___% |
| ☐ Black Male | ___% | ☐ Asian Male | ___% | ☐ Native Hawaiian/Pacific Islander Male | ___% |
| ☐ Black Female | ___% | ☐ Asian Female | ___% | ☐ Native Hawaiian/Pacific Islander Female | ___% |

LOCAL VENDOR PREFERENCE OPTION:My company meets the requirements and wishes to request the local vendor preference. ☐ No☐ Yes

Respectfully submitted this ___ day of _____. 2010

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.) _____

State of Incorporation _____

Business Address _____

City, State, Zip Code _____

() _____	() _____
Telephone Number	Fax Number

Email Address: _____

Contractor's Federal Tax I.D. No. _____

S.C. Contractor's License No. _____

Co-Permittee Agreement & Contractor Certification

Project Name: _____

Permit Number: _____

All contractors and subcontractors identified in the plan as Co-Permittees must sign a copy of the certification statement given below:

"I certify by my signature below that: a) for Sites that disturb 10 or more acres, I participated in a pre-construction conference onsite or, when allowed, offsite with the individual who is responsible for the operational control of the Storm Water Pollution Prevention Plan (SWPPP); and b) I accept the terms and conditions of SWPPP as required by the general National Pollutant Discharge Elimination System (NPDES permit number SCR100000) issued to the Owner/Operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a Co-Permittee with the Owner/Operator and other contractors that have become Co-Permittees to the general NPDES permit issued to the Owner/Operator of the facility for which I have been contracted to perform professional construction services. As a Co-Permittee, I understand that I, and my company, as the case may be, am legally accountable to the SC Department of Health and Environmental Control (DHEC), under the authorities of the CWA and the SC Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that DHEC enforcement actions may be taken against any specific Co-Permittee or combination of Co-Permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving Co-Permittee status to the aforementioned general NPDES permit."

Contractor Rep.: _____

Signature: _____ Date: _____

Title: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

NOTICE: There is a mandatory subcontract requirement on this project. Failure to complete and return the attached two-page SBE form will result in your submittal being deemed “non-responsive.”

The mandatory subcontract requirement for this contract is 12.2% of the total bid amount.

See attached forms for full details



Small Business Enterprise (SBE) Program
How to Complete the Mandatory SBE Subcontract Requirement Form
This form must be completed and included with your response.
Failure to comply will result in the Bidder/Offeror being deemed non-responsive.

*Charleston County Council unanimously passed a Small Business Enterprise (SBE) Program Ordinance in 2007, which requires **mandatory** subcontract requirements for solicitations expected to be at least \$25,000. The Contract percentage required is stated on the **Mandatory SBE Subcontract Requirement Form** (see Page 2). **Under certain circumstances (such as when there are no SBEs certified in the business category required for the Contract), the mandatory subcontract requirement will be stated as 0%, and the prime will then be required to make a good faith effort to locate and subcontract with non-certified small businesses on the project. Details of the good faith effort requirement are stated in Section B of the form.***

- **If the prime contractor is itself a certified SBE, the mandatory subcontract requirement becomes voluntary (prime must still complete and submit the form (Page 2)).**

▪ Charleston County Procurement will attach a **Mandatory SBE Subcontract Requirement Form** to any solicitation which is expected to be at least \$25,000. **If the properly completed **Mandatory SBE Subcontract Requirement Form** is not attached, your submittal will be deemed non-responsive and will not be considered.**

- The percentage requirement is specific to the solicitation and applies to any change orders, additional services, modifications, or revisions to the original proposal. A listing of Certified SBEs is available on the County's Website at www.charlestoncounty.org/SBE or by calling the Procurement Department at 843.958.4750. Businesses certified as DBEs by the South Carolina Department of Transportation (SCDOT) may also be counted toward the subcontract requirement provided their gross annual income does not exceed \$7.5 million as averaged over the previous three years and as verified by federal tax returns for that period. Income will be verified prior to contract award.

- If a 0% requirement is stated for the solicitation, and the prime is not itself a certified SBE, the prime is required to make a good faith effort to locate and utilize non-certified small business enterprises on the project. The prime must document the effort in Section B of the **Mandatory SBE Subcontract Requirement Form** (Page 2). **Failure to correctly complete Section B on Page 2 will result in the submittal being considered non-responsive.**

- A vendor or subcontractor does not have to be a certified SBE to participate in the County's contracting and purchasing activities. However, it is our goal to attempt to certify any vendor or subcontractor who may qualify. Information on how to become certified as an SBE and the one-page application form can be accessed at www.charlestoncounty.org/SBE or by calling the Procurement Department at 843.958.4750.

- A Bidder/Offeror may not apply one of its own subsidiary companies or its own workforce toward meeting the **mandatory** SBE subcontract requirement unless the Bidder/Offeror is itself a certified Charleston County SBE. In that event, the work performed by the prime contractor/vendor will be counted toward the requirement, and the **mandatory** subcontract requirement becomes voluntary.

- The contractor will maintain records showing: subcontractor/supplier awards, subcontractor payment history, specific efforts to identify and award contracts to SBEs, and copies of executed contracts with SBEs. The contractor may be required to provide access to books, records, and accounts to authorized officials of the County for verification purposes. All County contracts are subject to SBE audit.

- Properly documented appeals to the subcontract requirement may be submitted to the Contracts and Procurement Director in accordance with the provisions of *Charleston County Procurement Ordinance, Division 7, Legal and Contractual Remedies*. The Procurement Ordinance is available online at www.charlestoncounty.org, or by calling the Procurement Department at 843.958.4750.



**Small Business Enterprise (SBE) Program
Mandatory SBE Subcontract Requirement Form**

**This form must be completed and included with your response.
Failure to comply will result in the Bidder/Offeror being deemed non-responsive.**

***The mandatory subcontract requirement for this contract is 12.2% of the total bid amount.**

Name of prime contractor firm _____

*If the prime is itself a certified Charleston County SBE, the above goal becomes voluntary.

Is your business a certified Charleston County SBE? ☐ No ☐ Yes

If yes, sign here: _____

If you checked "yes," you are not required to complete the rest of this form; however, your voluntary completion and good faith effort is encouraged.

Section A Complete this section **ONLY** if there is a **mandatory** percentage requirement stated above and the prime is NOT itself a certified SBE. All other primes must list all subcontractors that you intend to be counted toward the percentage requirement. To be counted toward the requirement, the subcontractor must be a Charleston County certified SBE. Firms certified as DBEs by the South Carolina Department of Transportation (SCDOT) can be counted toward the goal provided their gross annual income does not exceed \$7.5 million as averaged over the previous three years. Income will be verified prior to contract award.

			Total Bid Amount	
Name of Small Business	Contact Person & Phone No.	Charleston County SBE Certification No. <i>(if DBE, attach certificate)</i>	Estimated \$ Amount of Subcontract	Estimated % of Total Bid

Section B Complete this section **ONLY if there is a 0% requirement stated above**. If the prime is itself a certified SBE, this section becomes voluntary. All others must list any small businesses (whose annual gross revenues are believed not to exceed \$7.5 million) that you have contacted as a subcontractors for this contract. Charleston County Procurement will contact these firms to attempt to certify them as SBEs. Fulfillment of this requirement constitutes a good faith effort on your part **AND IS MANDATORY. Failure to comply with and fully document this section will result in a submittal being deemed non-responsive.**

Name of Small Business	Contact Person & Phone No.	Service/Supplies to be Provided by Subcontractor	Estimated \$ Amount of Subcontract	Estimated % of Total Bid

Bidder: _____

IFB NO. 4445-11L

NOTE FOR IFBs: COMPLETE THIS FORM AND RETURN IT WITH YOUR RESPONSE. SUBSTITUTIONS FOR THIS FORM ARE NOT ACCEPTABLE.

SUBCONTRACTOR DATA FORM

Use this form to list all subcontractors to be used on this project.

Attach additional copies of this form if needed. Substitutions for this form are not acceptable.

Prime Contractor: _____

City & State _____

Phone: (____) _____

Form Prepared by: _____

Title: _____

Date: _____

Total Bid Amount\$ _____

Sub's Name, Address, Phone and Principal	Short Description of Goods or Services to be Provided by Subcontractor	Subcontractor's Required License Number(s) (*See note below)	Indicate if Multiple Ownership is <i>Less Than 51%</i> for any Controlling Interest	Indicate if Ownership is <i>at Least 51%</i>	Indicate if Ownership is <i>at Least 51%</i>	Dollar Amount of Subcontract	Subcontract Percentage of Total Bid Amount
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		
			☐ Publicly Traded Co. ☐ No Controlling Interest Owns More Than 50%	☐ Male ☐ Female	☐ Asian American ☐ Black American ☐ Hispanic American ☐ Native American ☐ Pacific Islander ☐ White American		

*List all licenses required for the subcontractor to conduct business in the state of South Carolina.

Compliance with Illegal Immigration Act

By signing a bid/proposal, the Bidder/Offeror certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either; (a) that Title 8, Chapter 14 is inapplicable to the Bidder/Offeror and its subcontractors or sub-subcontractors; or (b) that the Bidder/Offeror and its 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."

Bidder/Offeror agrees to include in any contracts with subcontractors, language requiring subcontractors to (a) comply with applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-contractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Charleston County Contract Number: 4445

Project Name: Farmfield Road Sidewalk

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

Bidder: _____

IFB NO. 4445-11L

NON-COLLUSION OATH

COUNTY OF: _____

STATE OF: _____

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared _____ and made oath that the Bidder herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder, or themselves, to obtain information that would give the Bidder an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Bidder, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS

_____ DAY OF _____, 2010

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

(Note: Notary seal required for Out of State Bidder)



Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

Charleston County requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.

By signing this document, the Contractor/Vendor hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Charleston County Contract Number: 4445

Project Name: Farmfield Road Sidewalk

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____