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Contracts and Procurement Director

IFB No. 4375-10L

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Lonnie Hamilton, III Public Services Building
4045 Bridge View Drive, Suite B250
North Charleston, SC 29405-7464



INVITATION FOR BID No. 4375-10L

U.S. 17 AND DAVISON ROAD
INTERSECTION
Charleston Transportation Committee

PROJECT OVERVIEW <i>(See Attachment A for details)</i>
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DATE:	Thursday, December 3, 2009
SOLICITATION NUMBER:	IFB NO. 4375-10L
DESCRIPTION OF WORK:	U.S. 17 AND DAVISON ROAD INTERSECTION This work shall be the construction of a “scissor” intersection and shall include traffic control, site layout, grading, drainage improvements, paving, and associated appurtenances.
PRE-BID CONFERENCE:	NON-MANDATORY **Late arrivals will not be allowed to sign in.** Friday, December 11, 2009 AT 10:00 a.m. Lonnie Hamilton, III, Public Services Building 4045 Bridge View Drive, Suite A214 North Charleston, SC 29405
LAST DAY FOR WRITTEN QUESTIONS:	Thursday, December 17, 2009 AT 5:00 p.m. Fax Number: 843-958-4758
DUE DATE/TIME:	Tuesday, January 12, 2010 AT 3:00 p.m.
LOCATION:	Procurement Department 4045 Bridge View Drive, Suite B250 North Charleston, SC 29405

Solicitation can be downloaded from our website www.charlestoncounty.org

This solicitation does not commit the County of Charleston 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.

TABLE OF CONTENTS

GENERAL TERMS AND CONDITION	4
ATTACHMENT A - SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS	9
ATTACHMENT B - SCOPE OF WORK/SPECIFICATIONS	13
ATTACHMENT C - SAMPLE CONTRACT	40
ATTACHMENT D - SAMPLE FORM(S)	59
INSURANCE REQUIREMENTS	
PERFORMANCE AND PAYMENT BONDS	
I-312, NON-RESIDENT TAX PAYER	
DRUG FREE WORKPLACE CERTIFICATION	
ATTACHMENT E – REQUIRED FORMS	72
BID FORM(S)	
CO-PERMITTEE AGREEMENT & CONTRACTOR CERTIFICATION	
SUBCONTRACTOR DATA FORM	
COMPLIANCE WITH ILLEGAL IMMIGRATION ACT	
NON-COLLUSION OATH FORM	
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION	

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 County of Charleston 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.

Please note: On the day that responses to County-issued bids, proposals or qualifications are due, and to the extent that someone is present at the Procurement Department's desk situated inside the main lobby at the Lonnie Hamilton III Public Services Building, the County will time-stamp said responses at the Procurement Department's desk.

Responses will be time-stamped in the lobby only on the solicitation's due date between 2:45 p.m. and 3:00 p.m. The County will make every reasonable effort to have someone present to time-stamp responses at the designated date and time. Responses may still be mailed or delivered in person to the Procurement Department in Suite B250 any time prior to a solicitation's due date and time.

- C. **Bids submitted after the "Closing" 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 closing 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.

Prior to executing a Contract, the successful Bidder must provide proof to the County of:

- SCDOT Certification for the asphalt plant that will be utilized for the Project.
- SCDOT approval for the concrete plant that will be utilized for the Project.

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 services, or changes pursuant to addenda issued prior to the bid closing. **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-Three.

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-Five.

12. TERMINATION

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

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 and Taxation (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 successful Bidder. 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 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

SPECIAL INSTRUCTIONS/TERMS AND CONDITIONS**1. PRE-BID CONFERENCE:**

Interested Bidders are requested to attend a ***NON-MANDATORY*** pre-bid conference on **Friday, December 11, 2009 at 10:00 a.m.** Interested parties shall meet at Lonnie Hamilton, III, Public Services Building, 4045 Bridge View Drive, Suite A214, 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. Bids will only be considered from Bidders that send an authorized representative to the pre-bid walk-through/conference. Attendees must sign the County's sign-in sheet at the beginning of the walk-through. No attendees will be allowed to sign once the walk-through has begun and all attendees must remain until the County's Procurement Department Representative, in conjunction with the County's Transportation Development Department Representative officially conclude the walk-through.

2. WRITTEN QUESTIONS DEADLINE:

The last day and time for submittal of written questions shall be no later than **5:00 p.m., Thursday, December 17, 2009.**

3. BID SUBMITTAL DEADLINE:

Bids will be received by the County, acting as Agent for the Charleston County Transportation Committee (CTC), at the Procurement Department, Lonnie B. Hamilton, III Public Services Building, 4045 Bridge View Drive, Suite B250, North Charleston, South Carolina 29405. Bids will be received until **3:00 p.m., Tuesday, January 12, 2010, (as indicated on the official clock in the Procurement Department)** after which time will be publicly opened and read. Bidders are invited to attend the closing of this bid at the time stated above.

Please note: On the day that responses to Charleston County-issued bids, proposals or qualifications are due, and to the extent that someone is present at the Procurement Department's desk situated inside the main lobby at the Lonnie Hamilton III Public Services Building, the County will time-stamp said responses at the Procurement Department's desk. **Bids will be time-stamped in the lobby only on the solicitation's due date and between 2:45 p.m. and 3:00 p.m.** Charleston County will make every reasonable effort to have someone present to time-stamp bids, proposals or qualifications at the designated date and time. Bids may still be mailed or delivered in person to the Procurement Department in Suite B250 any time prior to a solicitation's due date and time.

4. PROJECT TIME OF COMPLETION:

Time of completion for this project shall be ninety (90) calendar days from the issuance of a Notice to Proceed.

5. DAMAGES

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

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. 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.

8. 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 closing date and time but prior to final award, 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.

9. **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:

E. Steven Taylor C.P.M., Contracts and Procurement Director
 Tel: 843-958-4750
 Fax: 843-958-4758

ATTACHMENT B

SCOPE OF WORK/SPECIFICATIONS

SCOPE OF WORK

SPECIFICATIONS - SPECIAL PROVISIONS

I. GENERAL

A. PROJECT DESCRIPTION

This work shall include traffic control, site layout, sub grade preparation, milling, installation of concrete curb and gutter, signage, asphalt paving, and associated appurtenances.

Miscellaneous:

1. This project is scheduled to be completed within **ninety (90)** 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, the DOT's supplemental Technical Specifications in effect at the time of letting, and all other specifications and special provisions included in attachment B of this document.
3. The Project Manager will have the authority to adjust the rate of application as needed at the time of construction.
4. Charleston County will establish horizontal and vertical control points. The Contractor will be responsible for all survey stake-out work.
5. All existing asphaltic concrete driveways will be resurfaced to the right-of-way, if applicable.
6. 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.
7. 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.
8. 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.
9. This project is subject to compliance of the NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities SCR100000 (2006 CGP). The 2006 CGP can be downloaded from the following website: <http://www.scdhec.gov/environment/water/docs/finalcgp.pdf> . The Contractor(s) is responsible to ensure compliance with the approved SWPPP (Appendix A), the requirements of the 2006 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 they 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.

The County's Certified Sediment and Erosion Control Inspector and Contractor's representative shall inspect all stormwater management and erosion and sediment control practices at least once every seven (7) calendar days until the Notice of Termination has been filed with SCDHEC per the requirements of the 2006 CGP. However, the Contractor shall correct any deficiencies noted within the inspection report.

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 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 (SCDOT Encroachment and OCRM Land Disturbances)

D. CONSTRUCTION SCHEDULE

The successful Bidder shall, prior to commencement of Work, submit to the County or his designated representative a schedule showing the order in which he proposes to carry on the Work indicating the periods during which he will perform work on each item. The County of Charleston reserves the right to determine priority of schedule items, but unless modified by the parties, in writing, the successful Bidder 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 discontract 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 Owner and copies of said warranties will be furnished by the successful Bidder to the Owner upon completion and final acceptance of the project.

II. SPECIFICATIONS**A. GENERAL**

The attached Plans (to the 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 County of Charleston at no cost to the County.

2. Hazardous or Toxic Waste: Refer to Special Provision N° 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 his work accordingly and as specified herein or as directed by the Project Manager. He 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 HIS 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 his 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 HIS 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 HIS PART OR ON THE PART OF HIS AGENT 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 County's Engineer will set sufficient horizontal and vertical control, as shown on the drawings, for layout 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 check 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.

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. 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.

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 drives 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, 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, driveway, 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 his 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 N° 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 N° 1 ("Hazardous and/or Toxic Waste") hereof.

L. HAZARDOUS AND/OR TOXIC WASTE

See special Provision N° 1 ("Hazardous and/or Toxic Waste") hereof.

M. SOUTH CAROLINA MINING ACT

See Special Provision N° 2 ("The South Carolina Mining Act") hereof.

N. CONTROL AND MAINTENANCE OF TRAFFIC

The Contractor shall designate a responsible member of his 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.

Daytime lane closures are not permitted.

Lane closures are only permitted at nights between 9:00 p.m. and 6:00 a.m.

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.

U. PRICE ADJUSTMENT FOR BITUMINOUS SURFACING

If the items of Bituminous Surfacing are included in this contract adjustments in the unit price will be made. The adjustments will be made based on changes in the Monthly Bituminous Materials Index. The changes will be made when the Monthly Bituminous Materials Index increases or decreases in excess of 5% of Basic Bituminous Materials Index. Further adjustments will be made as each additional 5% increment is exceeded.

For this project the basic Bituminous Material Index will be determined on December 1, 2009. The index and adjustment table will be available on the internet at www.scdot.org/doing/monthlyindexes.asp, or may be obtained from the Project Manager.

V. PRICE ADJUSTMENT FOR LIQUID ASPHALT BINDER

For this project the basic Bituminous Material Index will be determined on December 1, 2009. The index and adjustment table will be available on the internet at www.scdot.org/doing/monthlyindexes.asp, or may be obtained from the Project Manager. If the items of Full Depth Patching (FDP) are included in the contract, they will be adjusted per the above specification. For the purpose of determining the adjustment for Full Depth Patching, the Department has assumed a 5% AC Binder percentage for Full Depth Patching Mixes. The quantity of mix is assumed to be 110 pounds per square yard per inch depth. The resulting tons per square yard of FDP is shown in the table below.

Full Depth Items Subject to A.C. Binder Adjustments	Unit	AC Binder Tons per SY
Full Depth Patching – 4”	SY	0.0110
Full Depth Patching – 6”	SY	0.0165
Full Depth Patching – 8”	SY	0.0220
Full Depth Patching – 10”	SY	0.0275
Full Depth Patching – 12”	SY	0.330

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 his 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 made 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 contract with the Department, on highway rights-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 materials 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 be not 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 his duly appointed representative will make a final inspection of the reclaimed area and keep a permanent record of his 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.

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

BOARD:
Paul C. Aughtry, III
Chairman
Edwin H. Cooper, III
Vice Chairman
Steven G. Kisner
Secretary



C. Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment

BOARD:
Henry C. Scott
M. David Mitchell, MD
Glenn A. McCall
Coleman F. Buckhouse, MD

July 07, 2009

CLINT HOWARD
CHARLESTON COUNTY PUBLIC WORKS
4045 BRIDGE VIEW DR
NORTH CHARLESTON SC 29405-7464

RE: US ROUTE 17 AT S-317 (DAVISON ROAD) INTERSECTION IMPROVEMENTS, Charleston County

File number: 10-08-10-10

Dear Clint Howard:

The Department of Health and Environmental Control (Department or DHEC) has reviewed and approved the Stormwater Pollution Prevention Plan (SWPPP) for the referenced project on **July 07, 2009**. Based on your submission of the Notice of Intent (NOI) and in accordance with the NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities SCR100000 (2006 CGP), this project has been granted coverage under the 2006 CGP. This project's general permit coverage number is **SCR10K103**. The total disturbed area for this site is **1.1 acres**. This NPDES coverage expires on **07/07/2014**, 5 years from the date of issuance.

See attached DHEC Office of Ocean and Coastal Resource Management (DHEC-OCRM) certification approved 06/24/2009 for additional conditions related to the Coastal Zone Consistency determination.

The 2006 CGP can be downloaded at the following website:

<http://www.scdhec.gov/environment/water/docs/finalcgp.pdf> or you may request a copy from us via email (stormwatercgp@dhec.sc.gov). You are responsible for ensuring your contractor(s) complies with the approved SWPPP and the minimum requirements of the 2006 CGP. Also, you are responsible for overall compliance with the Storm Water Management and Sediment Reduction Act of 1991 (1991 Act) and the Federal Clean Water Act (CWA).

You must notify this DHEC-OCRM Office prior to starting any land-disturbing activity. The address and telephone number of the DHEC-OCRM office are as follows:

S.C. DHEC-OCRM
1362 McMillan Avenue, Suite 400
Charleston, SC 29405
843-953-0200

You should be aware that this approval is only applicable for the SWPPP that was submitted for this project. Any additional construction or land disturbing activity beyond the scope of the approved plans is not authorized. Any future work for this project not shown on the stamped, approved plans will require that you submit another site plan for review and approval. All major modifications require review and approval by the Department. Minor modifications to the approved SWPPP may be made by the SWPPP preparer and do not require review and approval by the Department; these changes should be signed and dated by the SWPPP preparer. If you have a question about whether a modification is major or minor, contact the DHEC-OCRM at (843) 953-0200.

A copy of the stamped, approved SWPPP (including a copy the 2006 CGP and signed co-permittee and contractor certifications), NOI, and CGP coverage letter from DHEC must be retained at the construction site (or accessible within 30 minutes during normal business hours) from the date of commencement of construction activities to the date of final stabilization. A copy of the stamped, approved SWPPP must be available at a central location on-site for the use of all those identified as having responsibilities under the SWPPP whenever they are on the construction site. If an on-site location is unavailable to store the SWPPP when no personnel are present, notice of the plan's location must be posted near the main entrance at the construction site.

All contractors who will conduct land-disturbing activities at the site must sign a certification statement as a co-permittee or as a contractor who is not a co-permittee. You are responsible for any contractor who is not a permittee. You are also responsible for listing all contractors in the SWPPP and for holding a pre-construction conference with each co-permittee and contractor who is not a co-permittee before they can conduct land-disturbing activity at the site.

The Department may conduct periodic inspections of your site. Any violations found during these inspections may result in enforcement action. Failure to comply with the approved SWPPP or the minimum requirements of the 2006 CGP, 1991 Act, or CWA may subject you to applicable penalties.

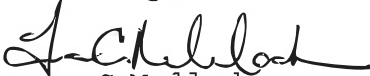
This NPDES coverage should be terminated by the permittee when one of the conditions listed in Section 5.1 of the 2006 CGP has been met. You must submit a Notice of Termination (NOT) to cancel your NPDES coverage under the 2006 CGP. Please see section 5.1 of the 2006 CGP for more information about termination of coverage.

You are responsible for obtaining any other federal, state, or local permit that may be required for this project. Please note we have not sent a copy of this letter to any county or city building official. You must send a copy of this letter to these agencies, if necessary.

Please see the enclosed "Notice of Appeal Procedure" document for information about the procedures for appealing this NPDES coverage. Also, see the enclosed document from the S.C. DHEC Compliance Assurance Division detailing some of the compliance requirements of the 2006 CGP.

If you have any questions or cannot access the referenced websites, please call Tara C Maddock at 843-953-0243.

Sincerely,



Tara C Maddock
Stormwater Permitting Section

CC: Thomas F Kicklighter PE-LPA GROUP INC
Tara C Maddock-Charleston OCRM Office



C. Earl Hunter, Commissioner

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

July 07, 2009

SCDHEC-EQC, Bureau of Water
Storm Water Division
2600 Bull Street
Columbia, SC 29201

RE: US ROUTE 17 AT S-317 (DAVISON ROAD) INTERSECTION IMPROVEMENTS
CHARLESTON COUNTY
EFIS # - 65033
Permit # - SCR10K103
DHEC Internal Departmental Certification

Storm Water Division:

This letter shall serve as the DHEC-OCRM Coastal Zone Consistency Certification for the above referenced proposed project, as per plans dated 03/19/09 and approved by DHEC-OCRM 06/24/09. As of 07/07/09 this project also meets the minimum standards and criteria of S.C. Stormwater Management and Sediment Reduction Regulations (26 S.C. Code Ann. Regs. 72-300, et seq. (Supp. 2007)) and the NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities SCR100000 (2006 CGP).

- (a) **An initiation of construction notice is included and must be completed by the SWPPP Preparer or Project Owner/Operator after coverage under the 2006 CGP is granted for the project. A construction placard will be issued for the project once the appropriate DHEC staff person receives a complete initiation of construction notice. This placard must be placed in a conspicuous place at the construction site. No work can commence until the placard is posted.**
- (b) The responsible day-to-day contact must have an approved set of plans available on site during construction activities at all times.
- (c) The person responsible for maintenance shall perform or cause to be performed preventive maintenance of all completed storm water management practices to ensure proper functioning. OCRM may conduct periodic maintenance inspections.
- (d) This certification is only applicable for the plans that were submitted and approved for this project.
- (e) This Coastal Zone Consistency Certification is not intended to authorize any direct or indirect impacts to freshwater wetlands. Any unauthorized direct or indirect impacts to freshwater wetlands shall be considered a violation of this certification, and are subject to enforcement and possibly fines. **In addition, the wetland areas depicted on the construction drawings are based upon a consultant delineation and the areas have not been verified by the U.S. Army Corp of Engineers. The Department reserves all right to enforcement actions as allowed by**

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Ocean and Coastal Resource Management

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

Phone: 843-953-0200 • Fax: 843-953-0201 • www.scdhec.gov

law should wetland impacts occur based upon inaccurately delineated and/or located wetland areas.

(f) No Critical Areas as determined by OCRM shall be disturbed or altered without authorization by the Department.

(g) This project is consistent with the Coastal Zone Management Program provided that the sediment, erosion and water quality controls required by the 2006 CGP and the S.C. Stormwater Management and Sediment Reduction Regulations (26 S.C. Code Ann. Regs. 72-300, et seq. (Supp. 2007)) are satisfied by the project design and are correctly installed and maintained. This consistency determination is also contingent upon the additional water quality measures specific to the eight coastal counties, as established in 72-307(C)(5)(g), being met in the project design. The additional water quality measures are outlined in Chapter III, Section XIII of the South Carolina Coastal Zone Management Program, as refined. (available by request or at <http://www.scdhec.net/environment/ocrm/regs/> under "Policies and Procedures"). In providing this conditional consistency determination, the Department does not waive its objections to technical deficiencies of a project's design or implementation and reserves all right to coverage revocation and enforcement actions as allowed by law.

(h) If unanticipated cultural materials (i.e., large, intact artifacts or animal bones; large clusters of artifacts or animal bones; large soil stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered on the property during land altering or construction activities, then the property owner will temporarily halt those activities and immediately notify the DHEC-OCRM and the State Historic Preservation Office (SHPO) of the late discoveries. A reasonable 50 to 100 foot buffer shall be immediately established around the cultural materials by the construction project manager. The buffer will be flagged by appropriate personnel. All project personnel will be notified by the property owner. No land altering activities will be allowed within this buffer zone until the course of action herein described has been established. The halt will afford the DHEC-OCRM and the SHPO the opportunity to assess the situation and recommend a course of action within two (2) business days of such notification. Should a course of action not be recommended within two (2) business days then land disturbance activities may proceed.

Sincerely,



TARA C MADDOCK
Project Manager

New Compliance Requirements:

Facility inspections and monthly reports

Please note that there are several new compliance requirements under the recently issued NPDES General Permit for Storm Water Discharges from Large and Small Construction Activities, SCR100000 (2006 CGP).

- One of the following inspection schedules has been identified in your approved Storm Water Pollution Prevention Plan (SWPPP): Inspections of the site must be conducted at least once every 7 calendar days or at least once every 14 days and within 24 hours of the end of a storm event of 0.5 inches or greater. You must notify the Department (Bureau of Water, Compliance Assurance Division) in writing to switch your inspection schedule.
- Inspections conducted under this requirement must be available with the SWPPP and include at a minimum: a) Inspection date, b) Name, title, and qualifications of inspection personnel, c) Weather information since last inspection, including details of storm events d) Weather information and discharge information observed during the inspection, e) Location of discharges of sediment or pollutants from the site, f) Locations of Best Management Practices (BMPs) that need maintenance, g) Locations of BMPs that failed to operate as designed or were inadequate for a particular location, h) Locations where additional BMPs are needed, i) Corrective action required including changes needed in the SWPPP and implementation dates. **(An inspection form that may be used for these inspections is available at <http://www.scdhec.gov/stormwater> or from the Compliance Assurance Division)**
- For sites disturbing more than 2 acres, these inspections must be conducted by “qualified personnel”(please see section 3.10D of the 2006 CGP for details on “qualified personnel”).
- For construction sites disturbing 10 acres or more, a monthly report must be submitted to **SCDHEC, Bureau of Water, Compliance Assurance Division, 2600 Bull St. Columbia, SC 29201** by the 28th day of the following month and, if applicable, the appropriate Municipal Separate Storm Sewer System (MS4) operator. The monthly report must include at a minimum: a) A summary of the inspections conducted during the month, b) A listing of deficiencies and the date noted, c) For deficiencies requiring corrective action, list the name, address, and telephone number or the responsible party, d) Whether the deficiency was listed in a previous monthly report, e) Corrective actions taken and the date the actions were completed, f) Whether the SWPPP was updated to deal with the noted deficiencies, g) A copy of each inspection conducted during the month. In addition, the first monthly report must include all co-permittee agreements and contractor certifications. As co-permittees and contractors are added during the life of the project, applicable agreements and certifications must be submitted with the next monthly report. These must also be available with the SWPPP. If construction has not begun, the monthly report is still required, but it may simply state that construction has not yet started

Note: For construction sites disturbing less than ten (10) acres, DHEC may require monthly reports on either a Project-by-Project basis or Operator-by-Operator basis.

65033



Notice of Intent (NOI) for Stormwater Discharges from Large and Small Construction Activities, NPDES General Permit SCR100000

DHEC-OCRM
CHARLESTON OFFICE

For official use only

File number: 10-08-10-10

Permit number: SCR10 L103

Submittal package complete: 1/7/09

Public Notice Start Date (OCRM only): 1-9-09

For official use only

**S.C. Department of Health & Environmental Control
Office of Ocean & Coastal Resource Management
APPROVED FOR CONSTRUCTION ONLY**

Approved by: [Signature]

Certification Issued Date: 06/24/09

NPDES Issued Date: 07/07/09

NPDES Coverage #: SCR10 L103

Submission of an NOI constitutes notice that the entity identified in Section I intends to be authorized under SCR100000. Instructions on page 5.

Date: 07/29/2008

Project/ Site Name: US Route 17 at S-317 (Davison Road) Intersection Improvements County: Charleston

Do you want this project to be considered for the Expedited Review Program (ERP)? ☐ Yes ☒ No (See instructions.)

If yes, is the design of this project above regulatory requirements or Low Impact Development? ☐ Yes ☐ No

I. Project Information

Project Owner/ Operator (Company or person): Charleston County Public Works

Company EIN: [Redacted] Phone: 843-202-7640 Fax: 843-202-7601

Mailing Address: 4045 Bridge View Drive City: North Charleston State: SC Zip: 29405

Permit Contact (if owner is company): Clint Howard Phone: 843-202-7640

Mailing Address: Same as Above City: State: Zip:

Email address (optional):

II. Property Information

A. Site Location (street address, nearest intersection, etc.): Intersection of US Route 17 and S-317 (Davison Road)

City/ Town (if in limits): Latitude: 32° 47' 33" N Longitude: -80° 8' 26" W

Tax map # (list all): 244-00-00-017, 244-00-00-101

B. Property Owner: Same as Above Phone:

Mailing Address: City: State: Zip:

III. Site Information

A. Disturbed area (to the nearest tenth of an acre): 1.1 acres Total area: 1.1 acres

B. Is this project part of a Larger Common Plan for Development or Sale (LCP)? ☐ Yes ☒ No

LCP/ Overall Development Name:

Check here if this is the first phase. ☐

Previous state permit/ file number:

Previous NPDES coverage number: SCR10

C. Start Date (MM/DD/YYYY): 1/1/09 TRC

Completion Date: 1/1/2014 TPK

D. Is this site located on Indian Lands? ☐ Yes ☒ No

If yes, name of reservation.

E. Type of Activity (check one):

☐ Institutional ☐ Residential: Single-family

☐ Commercial

☐ Industrial

☒ Linear ☐ Residential: Multi-family

☐ Multi-use (Commercial & Residential)

☐ Other:

☐ Site Preparation (No new impervious)

F. Are there any flooding problems downstream of or adjacent to this site? ☐ Yes ☒ No

G. Has S.C. DHEC issued a Notice to Comply or Notice of Violation for this site or LCP? ☐ Yes ☒ No

H. Is any part of the property located inside an MS4 or urbanized area? ☐ Yes ☒ No

If yes, list the MS4 operator or urbanized area name.

I. List all state and federal environmental permits or approvals applied for or obtained for this site (e.g., RCRA).

IV. Waterbody Information

A. Nearest receiving waterbody(s) [RWB]: Marsh of Rantowles Creek Distance to nearest RWB (feet): 0

Classification of nearest RWB: SFH ☒

Next/Nearest named RWB: Rantowles Creek

B. 1. Waters of the U.S./ State	On the site?	Delineated/ Identified?	Impacts?	Amount of impacts
a. Jurisdictional wetlands	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☒ No	<u></u> Ac
b. Non-jurisdictional wetlands	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u></u> Ac
c. Other Water(s) List:	☐ Yes ☒ No	☐ Yes ☒ No	☐ Yes ☒ No	<u></u> Ac <u></u> Feet

2. If yes for impacts in B.1, describe each impact and activity, and list all permits (e.g., USACOE Nationwide permit, DHEC General Permit) and certifications that have been applied for or obtained for each impact.

RECEIVED

C. Impaired Waterbodies (See instructions.)

List the nearest DHEC water quality monitoring station(s) [WQMS(s)] to which construction stormwater (SW) discharges will drain and the corresponding waterbody(s). 11-18 Waterbody(s): Rantowles Creek 10/18/2008

1. Is this WQMS(s) listed on the most current 303(d) List for Impaired Waters? ☒ Yes ☐ No

a. If yes for 1, list the impairment(s). Fecal Coliform

b. If yes for 1, will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)? ☐ Yes ☒ No

c. If yes for b, list the impairment(s) affected by the pollutant(s) referenced in b.

d. If yes for b, will use of the proposed BMPs ensure that the site's discharges will not contribute to or cause further water quality standard violations for the impairment(s) listed in c? ☐ Yes ☐ No

2. Has a TMDL(s) been developed for this WQMS(s)? ☐ Yes ☒ No

a. If yes for 2, list the impairment(s).

b. If yes for 2, has the standard been attained for all impairment(s)? ☐ Yes ☐ No

c. If no for b, will the site's construction SW discharges contain any pollutant(s) causing the impairment(s)? ☐ Yes ☐ No

d. If yes for c, are your discharges consistent with the assumptions and requirements of the TMDL(s)? ☐ Yes ☐ No

D. 1. Are S.C. Navigable Waters (SCNW) on the site? ☐ Yes ☒ No

a. If yes for 1, list the name of the SCNW:

b. If yes for 1, will any construction activities cross over or occur in, under, or through the SCNW? ☐ Yes ☐ No

c. If yes for b, then describe activities.

d. If yes for b, are the activities in SCNW covered under a DHEC General Permit or other DHEC permit? ☐ Yes ☐ No

e. If no for d, has an SCNW permit been applied for or issued for the site?

☐ Yes, for all activities ☐ Yes, for some activities ☐ No

f. If yes for d or e, list permit number(s) and corresponding activities.

V. Operator Information

A. SWPPP Preparer: Thomas Fred Kicklighter III

S.C. Registration #: 16571

Company/ Firm: THE LPA GROUP INCORPORATED

S.C. COA #: 00448

Mailing Address: 700 Huger Street

City: Columbia

State: SC

Zip: 29201

Phone: (Day) 803-254-2211

(Mobile) _____

(Fax) 803-779-0777

Email address (optional): _____

B. Operator of Day-to-Day Site Activities [ODSA] (Company or person): Same as owner

Mailing Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

Fax: _____

Site Contact (if ODSA is company): _____

Phone: _____

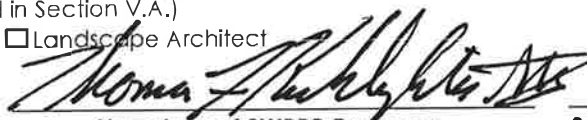
VI. Signatures and Certifications: DO NOT SIGN IN BLACK INK!

A. One copy of the SWPPP, all specifications and supporting calculations, forms, and reports are herewith submitted and made a part of this application. I have placed my signature and seal on the design documents submitted signifying that I accept responsibility for the design of the system. Further, I certify to the best of my knowledge and belief that the design is consistent with the requirements of Title 48, Chapter 14 of the Code of Laws of SC, 1976 as amended, pursuant to Regulation 72-300 et seq., and in accordance with the terms and conditions of SCR100000. (This should be person identified in Section V.A.)

Check one. ☐ Engineer ☐ Tier B Surveyor ☐ Landscape Architect

Thomas Fred Kicklighter III

Printed name of SWPPP Preparer



Signature of SWPPP Preparer

16571

S.C. Registration #

B. I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I hereby certify that all land-disturbing construction and associated activity pertaining to this site shall be accomplished pursuant to and in keeping with the terms and conditions of the approved plans and SCR100000. I also certify that a responsible person will be assigned to the project for day-to-day control. I hereby grant authorization to the to S.C. Department of Health and Environmental Control (DHEC) and/or the local implementing agency the right of access to the site at all times for the purpose of on site inspections during the course of construction and to perform maintenance inspections following the completion of the land-disturbing activity. (See Section 122.22 of S.C. Reg. 61-9 for signatory authority information.)

Clint Howard

Printed name of Project Owner/Operator



Signature of Project Owner/Operator

10/19/08
Date



South Carolina
Department of Transportation

October 15, 2009

Mr. Clint Howard
Charleston County Transportation Development
4045 Bridge View Drive Suite C204
N. Charleston, SC 29405

RE: Permit # 78167 (US 17)

Dear Permittee:

The attached permit has the following stipulations:

1. The South Carolina Department of Transportation (SCDOT) shall be given the opportunity to attend any pre-construction conferences.
2. The SCDOT shall be notified of the date and time permitted work will begin. Notification of at least 48 hours must be given to the Department during office hours (8:00 am to 5:00 pm Monday through Friday). Written notification is required before work can begin. A fax-back notification form has been attached to assist with this requirement.
3. The contractor must include a traffic control plan for all lane closures and lane shifts; to include location, date and time. This must be received by the SCDOT 48 hours prior to the start time of the proposed work within the right-of-way.
4. In the event of a hurricane evacuation, either voluntary or mandated, all operations shall cease and all equipment shall be removed from the SCDOT right of way. Work may resume at this location once the State Government has given an all-clear to return to the affected areas.

Also, please note all provisions attached to or written on the approved permit, as well as the requirements outline on the back of the permit. *Failure to comply with any of these provisions may result in stoppage of work, the permit being revoked, and/or the removal of all materials placed within the right-of-way at full responsibility of the permittee.* Your cooperation is appreciated in this matter so that costly corrections may be avoided in maintaining the integrity of our transportation infrastructure. If you have any questions, please contact us at 843-740-1661.

Respectfully,

Richard Turner
Resident Maintenance Engineer



Charleston Maintenance
2401 Maintenance Way
North Charleston, South Carolina 29406

Phone: (843) 740-1655
Fax: (843) 740-1540

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

Application for Encroachment Permit

RecId: 414

Per. (br: 78167

County:	Charleston	Cnty/Route:	US Route 17	Road Name:	Savannah Highway
Applicant:	Charleston County				
Street:	4045 Bridgeview Drive	S-317			Davison Road
City:	North Charleston				
State Abbr:	SC	Zip:	29405		
Phone:	(843) 202-7640				

1. The undersigned applicant hereby applies to the South Carolina Department of Transportation (SCDOT) for a permit for encroachment on State Highway Right of Way as shown and described below:

2. Type of Encroachment:
Intersection Improvement

3. Description of Location:

Intersection of Highway 17 and Davison Road near Rantowles Creek

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

4. The undersigned applicant hereby requests the SCDOT to permit encroachment on the SCDOT right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof.

The applicant agrees to comply with and be bound by the SCDOT's "A Policy for Accommodating Utilities on Highways Rights of way," "Standard Specifications for Highway Construction," the "General Provisions" and "Special Provisions," attached hereto or made a part hereof by reference, during the installation, operation and maintenance of said encroachment within the SCDOT's Right of Way.

The applicant hereby further agrees, and binds his/her/its heirs, personal representatives, successors, assigns, to assume any and all liability for accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing of the physical appurtenances contemplated herein, and the applicant agrees to indemnify and hold SCDOT harmless from and against any and all claims for personal injury and/or property damage which may be sustained by any person by reason of the construction, maintenance or existence of said encroachment on the SCDOT's right of way.

Applicant's Name: Clint Howard

Date: 10/28/2008

Applicant's Sig:

(Please print or type)

Title: Civil Engineer

In accordance with your request and subject to all the provisions, terms, conditions and restrictions stated in the application and the general and special provisions attached hereto, the SCDOT hereby approves your application for an encroachment permit. This permit shall become null and void unless the work contemplated herein shall have been completed prior to: 10/14/2010

(Date received by Res. Maint. Engr.)

(SCDOT Approval)

(Date)

☐ District Engineering Administrator☐ District Maint./Constr. Engineer☒ Resident Maintenance Engineer☐ State Highway Engineer

* see attached
special provisions

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MANAGEMENT SYSTEM

Encroachment Permit

Permit No: 78167
Permit Decision Date: October 15, 2009
Expiration Date: October 14, 2010

Type Permit

ROAD CONNECTION (NON DRIVEWAY)

Location

District	Work County	Type	Route	Aux	Begin MP	End MP
6	CHARLESTON	US	17	00	18.57	18.57
	CHARLESTON	S	317	00	0.00	0.00

Contact Information

Applicant: CHARLESTON COUNTY

Contact: CLINT HOWARD

Address: 4045 BRIDGEVIEW DR

City: N. CHARLESTON

State: SC

Zip: 29405

Phone:

Phone: (843) 202-7640

Comments

US 17 S-10-317
INTERSECTION IMPROVEMENTS-SEE ATTACHED PLANS

Special Provisions

- 101 - SHOULDER SOD DESTROYED BY THIS INSTALLATION TO BE REPLACED FOR THE ENTIRE AREA. THE AREA SHALL BE RE-SHAPED AND ROLLED TO THE CROSS SECTION EXISTING PRIOR TO THIS WORK.
- 209 - DISTURBED VEGETATION SHALL BE RESEDED ACCORDING TO THE SPECIFICATION FOR HIGHWAY CONSTRUCTION.
- 301 - THE DITCHES AND/OR SHOULDERS DISTURBED DURING THE INSTALLATION SHALL BE RE-ESTABLISHED TO PROPER GRADE, ORIGINAL CROSS SECTION, STABILIZED, AND ALL DRAIN PIPES CLEARED.
- 302 - NO EXCAVATION SHALL BE LEFT OPEN ALONG HIGHWAY.
- 306 - TRAFFIC CONTROL, LIGHTS, SIGNS AND FLAG-MEN WILL BE FURNISHED BY APPLICANT AND WILL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 310 - FIELD CHANGES, IF NECESSARY, MUST BE APPROVED IN WRITING BEFORE ACTUAL CONSTRUCTION OF PROPOSED CHANGES.
- 311 - SEDIMENT AND EROSION CONTROL DEVICES SHALL BE USED TO MINIMIZE THE MOVEMENT OF SEDIMENT.
- 312 - THE PERMITTEE SHALL HOLD THE DEPARTMENT HARMLESS FOR DAMAGES TO BOTH UPSTREAM AND DOWNSTREAM PROPERTIES.
- 318 - THE APPLICANT SHALL BE RESPONSIBLE FOR IMMEDIATE REMOVAL OF SUCH TRAFFIC HAZARDS AS MUD, DEBRIS, LOOSE STONE, AND TRASH AS MAY BE WASHED OR SPILLED ON THE TRAVELED ROADWAY AS A RESULT OF THE PROPOSED WORK.
- 4 - SCDOT SHALL BE NOTIFIED WHEN WORK DEFINED IN THE PERMIT STARTS AS WELL AS WHEN THE WORK IS COMPLETED. REFERENCE

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MANAGEMENT SYSTEM

Encroachment Permit

Permit No: 78167

Permit Decision Date: October 15, 2009

Expiration Date: October 14, 2010

Special Provisions

SHALL BE MADE BY PERMIT NUMBER.

5 - APPLICANT SHALL PROVIDE TO THE DEPARTMENT THE OPPORTUNITY OF ATTENDING ANY PRE-CONSTRUCTION MEETING PRIOR TO THE BEGINNING OF WORK.

125 - ALL CROSSLINE PIPES ARE TO BE LOCATED AND FLAGGED PRIOR TO BEGINNING OPERATION.

Application for Encroachment Permit

General Provisions

 Permit Nbr: 78167

1. **DEFINITIONS:** The word "Permittee" used herein shall mean the name of the person, firm, or corporation to whom this permit is addressed, his, her, its, heirs, personal representatives, successors and assigns. The word "DEPARTMENT" shall mean the South Carolina Department of Transportation.
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the highway right of way, the Department's Resident Maintenance Engineer in the county in which the proposed work is located shall be notified 24 hours in advance so that he may be present while the work is under way.
3. **PERMIT SUBJECT TO INSPECTION:** This permit shall be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Department or law enforcement officer on demand.
4. **PROTECTION OF HIGHWAY TRAFFIC:** The applicant shall be responsible for the protection of the highway traffic at all times during the construction, maintenance, removing or moving of the encroachment permitted herein. Detours, barricades, warning signs and flagmen, as necessary, shall be provided by and at the expense of the Permittee and shall be in accordance with the "Manual on Uniform Traffic Control Devices" (MUTCD). The work shall be planned and carried out so that there will be the least possible inconvenience to the motoring public. The Permittee agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
5. **STANDARDS OF CONSTRUCTION:** All work shall conform to the Department's standards of construction and shall be performed in a workman-like manner. The applicant shall make adequate provisions for maintaining the proper drainage of the highway as it may be affected by the encroachment permitted herein. All work shall be subject to the supervision and satisfaction of the Department.
6. **FUTURE MOVING OF PHYSICAL APPURTENANCES:** If, in the opinion of the State Highway Engineer, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of change in location of the highway, widening of the highway, or for any other sufficient reason, such moving shall be done on demand of the Department at the expense of the Permittee.
7. **RESTORATION OF HIGHWAY FACILITIES UPON MOVING OR REMOVING OF PHYSICAL APPURTENANCES:** If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the Department or at the option of the Permittee, the highway and facilities shall immediately be restored to their original condition at the expense of the Permittee.
8. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the Permittee.
9. **ADDITIONAL PERMISSIONS:**
 - (a) It is distinctly understood that this permit does not in any way grant or release any rights lawfully possessed by the abutting property owners. The Permittee shall secure any such rights, as necessary, from said abutting property owners.
 - (b) The Permittee shall be responsible for obtaining all other approvals or permits necessary for installation of the encroachment from other government entities.
 - (c) There shall be no excavation of soil nearer than two feet to any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permission of this Department after an opportunity to be heard is given the owner of such line or appurtenant facility.
10. **ADDITIONAL WORK PERFORMANCE:**
 - (a) All crossings over the highway shall be constructed in accordance with "Specifications for Overhead Crossings of Light and Power Transmission Lines and Telegraph Lines over each other and over Highway Rights of Way in South Carolina," as approved by the Public Service Commission of South Carolina and effective as of date of this permit.
 - (b) All tunneling, boring, or jacking shall be done in such a way as not to disturb the highway surfacing.
 - (c) No pavement shall be cut unless specifically authorized herein.
 - (d) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
 - (e) Underground facilities will be located at minimum depths as defined in the "Utility Accommodations Manual" for the transmittant, generally as follows: 4 feet minimum for hazardous or dangerous transmittant, 3 feet minimum for other lines. The Department may approve shallower depths if adequate protection is provided. Such approval must be obtained in writing.
 - (f) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavements on any surfaced road without disturbing the pavement. The section under the highway pavement and within a distance of three (3) feet on either side shall be continuous without joints.
11. **ACCESS:**
 - (a) Permittee is responsible for maintaining reasonable access to private driveways during construction.
 - (b) It is expressly provided that, with respect to any limited access highway, the Permittee shall not have or gain access from the main traveled way of the highway, or the on or off ramps to such facility, except upon approval by the Department.
12. **DRIVEWAYS:**
 - (a) The existing crown of the highway shall be continued to the outside shoulder line of the highway.
 - (b) If the driveway or approach is concrete pavement, the pavement shall be constructed at least 8 inches thick and with a minimum of class 2500 concrete. There shall be a bituminous expansion joint, not less than 3/4 inches in thickness, placed between the highway paving and the paving of the approach for the full width of the approach.
13. **BEAUTIFICATION:**
 - (a) All trees, plants, flowers, etc. shall be placed in accordance with the provisions specifically stipulated herein.
 - (b) All trees, plants, flowers, etc. shall be maintained by, and at the expense of, the Permittee and the provisions of this permit shall become null and void, if and when said Permittee ceases to maintain said trees, plants, flowers, etc.
14. **AS-BUILT PLANS:**
 - (a) The applicant shall provide the Department with survey-quality as-built plans in accordance with the requirements set forth in the Department's "A Policy for Accommodating Utilities on Highway Rights of Way".

ATTACHMENT C

SAMPLE CONTRACT

STATE OF SOUTH CAROLINA	)	Contract
	)	NO. 4375
	)	(U.S. 17 and Davison Road Intersection)
COUNTY OF CHARLESTON	)	

THIS CONTRACT (hereinafter "Contract") entered into this ____ day of _____, 2009 between the **COUNTY OF CHARLESTON**, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, acting solely in the capacity as agent for the Charleston County Transportation Committee (hereinafter "County") and whose address is _____ (hereinafter "Contractor"), ("Party" as to each; collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the Charleston County Transportation Committee (the "CTC"), acting through the County, has sought to contract with an independent contractor for furnishing all labor, supervision, materials and equipment required for construction of a "scissor" intersection and shall include traffic control, site layout, grading, drainage improvements, paving, and associated appurtenances ("Work"); and

WHEREAS, the CTC, through the County, solicited bids pursuant to IFB No. 4375-10L 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, timely manner; and

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

WHEREAS, County's Public Works Director has recommended that a 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" means document titled "Contract No. 4375".

"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:

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

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

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

"County" means Charleston County, South Carolina. In the performance of its duties and exercise of its rights under this Contract, the County is acting as agent for the Charleston County Transportation Committee as formed by the South Carolina General Assembly. The parties agree that all rights, remedies, indemnities, benefits, and warranties prescribed herein inure to the benefit of both the County and the CTC and are enforceable by either or both of them. Wherever the term "County" appears, it shall be deemed to include the CTC.

“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 Contractor shall be the Project Manager (as defined below).

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

“Contracts and 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 Contractor 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".

“Standard Highway Specifications” shall be the “South Carolina Department of Transportation Standard Specifications for Highway Construction” Edition 2000, including revisions.

“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

Contract Documents

The Parties agree that the Contract Documents shall include the following, which are incorporated herein by reference:

- Exhibit A - Invitation for Bids (IFB) No. 4375-10L
- 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 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 Exhibits 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.

SECTION THREE

Term

Contractor shall complete the Work within **ninety (90)** 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 FOUR

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, timely manner.

Project Description: This work shall be the construction of a “scissor” intersection and shall include traffic control, site layout, grading, drainage improvements, paving, and associated appurtenances.

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

SECTION FIVE

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 on the 25th day of each month. Invoices received after that date will be processed the 25th day of the following 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 Public Works 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 Contract No. 4375 and the purchase order number.
- 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 SIX

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 SEVEN

Insurance Requirements

The Contractor, at its own expense, shall at all times during the term of the Contract, maintain insurance as included in Exhibit B, 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 EIGHT

Payment and Performance Security

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

SECTION NINE

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 successful Bidder throughout the pendency of this Work. The successful Bidder 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 Bidder 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 and its subcontractors or sub-subcontractors; or (b) that the Bidder 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 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 shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964, and other non-discrimination authorities 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.

Contractor agrees to abide by the requirements under Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

SECTION TEN

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 ELEVEN

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 its 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 he 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 from defects for a period of twenty-four (24) months after the date of Final Payment by County.

SECTION TWELVE

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 THIRTEEN

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 FOURTEEN

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 FIFTEEN
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 SIXTEEN
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 SEVENTEEN
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 understanding 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 EIGHTEEN

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 23, 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 NINETEEN

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 TWENTY

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 16(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-ONE**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 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-TWO**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 he 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 he 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-THREE **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-FOUR **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-FIVE

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 Contractor 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-SIX

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-SEVEN

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-EIGHT

Other Contracts

The County reserves the right to undertake or award other contracts for additional work, and may elect to complete portions of the work 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 to such work 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 by any other contractor or by County and or Department employees.

SECTION TWENTY-NINE**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 THIRTY**Assignment**

The Contractor shall not assign in whole or in part this Contract without the prior written consent of the County of Charleston. The Contractor shall not assign any money due or to become due to him under said contract without the prior written consent of the County. Although this Contract will not be assigned to the CTC, in the performance of its duties and exercise of its rights under this Contract, the County is acting as agent for the Charleston County Transportation Committee as formed by the South Carolina General Assembly. The parties agree that all rights, remedies, indemnities, benefits, and warranties prescribed herein insure to the benefit of both the County and the CTC and are enforceable by either or both of them. Wherever the term "County" appears, it shall be deemed to include the CTC.

SECTION THIRTY-ONE**Controlling Law**

The laws of South Carolina shall govern this Contract. All litigation arising under this Contract shall be litigated only in a non-jury 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-TWO**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-THREE**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:

E. Steven Taylor, C.P.M., Director
 Charleston County Procurement Department
 4045 Bridge View Drive, Suite B250
 North Charleston, South Carolina 29405
 (843) 958-4750

SECTION THIRTY-FOUR**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:

E. Steven Taylor C.P.M., 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-FIVE**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-SIX**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:

CONTRACTOR:

 Name
 Title

COUNTY OF CHARLESTON

 Charleston, SC

 E. Steven Taylor, C.P.M.
 Contracts and Procurement Director

ATTACHMENT D

SAMPLE FORM(S)

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

Contractors working for the County of Charleston 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”.

- A. 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.

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

- D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The County of Charleston, 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 of Charleston, its officials, employees or volunteers. To accomplish this objective, the County of Charleston 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 of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Charleston, 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 of Charleston, its officials, employees or volunteers.

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Charleston.
- F. Each insured policy required by the County of Charleston 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 of Charleston.
- 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 of Charleston and shall be equally entitled to all coverages and benefits of the policies.
- J. Contractor shall furnish the County of Charleston 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 of Charleston, Procurement Department, before work commences. The County of Charleston 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 LIABILITY
CG 20 10 10 93**

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.

CG 20 10 10 93 Copyright, Insurance Services Office, Inc., 1992

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE

Producer
ABC AGENCY
123 MAIN STREET
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

Insured
XYZ CONTRACTOR
P.O. BOX 000
ANYTOWN, SC 12345

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 Waiver of Subrogation Included	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

COUNTY OF CHARLESTON
ATTN: PROCUREMENT DEPARTMENT
LONNIE HAMILTON, III PUBLIC SERVICES BUILDING
4045 BRIDGE VIEW DRIVE
N. CHARLESTON, SC 29405

CANCELLATION

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 the Charleston County Transportation Committee and 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 _____ 20____, 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 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, provided, however, the Surety specifically understands that Charleston County is acting as agent for the Charleston County Transportation Committee ("CTC") under the aforementioned contract and agrees that the aforesaid "CTC" shall hold and enjoy the same rights of action or use under this Bond as does the County, both as Owner.

Signed and sealed this _____ day of _____, 20____

(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 and 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 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 _____ 20____, 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 _____, 20____

(Witness)

(Witness)

(Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)



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

IFB No. 4375-10L

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.

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

County of Charleston
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 CO. CONTRACT NO.:

CONTRACTOR/VENDOR:

4375

Print Name and Address of Business:

Project:

U.S. 17 AND DAVISON RD INTERSECTION

WITNESSETH:

Signature of Authorized Agent

Print Name and Title:

Date: _____

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

BY SUBMITTING HIS 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 he 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, he 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, he 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. 4375-10-10L.

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 **ninety (90)** 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 OR THE CTC, 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	LS	\$	\$
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS	\$	\$
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	240	SY	\$	\$
2031000	UNCLASSIFIED EXCAVATION	707	CY	\$	\$
2033000	BORROW EXCAVATION	615	CY	\$	\$
2081001	FINE GRADING	2280	SY	\$	\$
2103000	FLOWABLE FILL	10	CY	\$	\$
3069900	MAINTENANCE STONE	200	TON	\$	\$
3100310	HOT MIX ASPHALT BASE COURSE - TYPE A	703	TON	\$	\$
4011004	LIQUID ASPHALT BINDER PG64-22	92	TON	\$	\$
4013200	MILLING EXISTING ASPHALT PAVEMENT 2"	2075	SY	\$	\$
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE B	271	TON	\$	\$
4030320	HOT MIX ASPHALT SURFACE COURSE - TYPE B	560	TON	\$	\$
6020106	SOLAR LED CHANGEABLE MESSAGE SIGN & DETECTION EQUIPMENT	1	EA	\$	\$
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	645	LF	\$	\$
6250010	4" WHITE SOLID LINES (PVMT EDGE LINES) FAST DRY PAINT	1375	LF	\$	\$
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	55	LF	\$	\$
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	2	EA	\$	\$
6250043	WHITE LANE DROP ARROW (LEFT OR RIGHT) FAST DRY PAINT	3	EA	\$	\$

BID FORM
Page Four

Item Number	Description of Item	Quantity	Unit	Unit Price	Total Price
6250110	4" YELLOW SOLID LINE (PVMT EDGE & NO PASSING ZONE) FAST DRY PAINT	2800	LF	\$	\$
6250112	6" YELLOW SOLID LINE ON CURB OR MEDIAN FAST DRY PAINT	150	LF	\$	\$
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC - 90 MIL	645	LF	\$	\$
6271010	4" WHITE SOLID LINES (PVMT EDGE LINES) THERMOPLASTIC - 90 MIL	1375	LF	\$	\$
6271023	12 IN x 18 IN WHITE TRIANG. YIELD BAR (GAPS EXCLUDED) THERMO - 125 MIL	42	LF	\$	\$
6271025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) THERMOPLASTIC - 125 MIL	55	LF	\$	\$
6271030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) THERMOPLASTIC - 125 MIL	2	EA	\$	\$
6271043	WHITE LANE DROP ARROW (LEFT OR RIGHT) THERMOPLASTIC - 125 MIL	3	EA	\$	\$
6271074	4" YELLOW SOLID LINES (PVMT EDGE LINES) THERMO - 90 MIL	2800	LF	\$	\$
6300005	PERMANENT CLEAR PAVEMENT MARKERS - MONO DIR - 4" x 4"	75	EA	\$	\$
6301005	PERMANENT YELLOW PAVEMENT MARKERS - MONO DIR - 4" x 4"	10	EA	\$	\$
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	22.25	SF	\$	\$
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	44	LF	\$	\$
7141113	18" RCP PIPE CUL. - CLASS III	120	LF	\$	\$
7142513	18" R.C. PIPE CUL. BEVELED END SECTN - CL 3	2	EA	\$	\$
7149999	CLEANING EXISTING PIPE	284	LF	\$	\$
7192030	DROP INLET (36" x 36")	2	EA	\$	\$
7206000	CONCRETE MEDIAN	125	SY	\$	\$
8011450	AGGREGATE UNDERDRAIN (AGGRO. NO. 57)	5	TON	\$	\$
8041010	RIP-RAP (CLASS A)	30	TON	\$	\$
8048100	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE A	250	SY	\$	\$
8100100	PERMANENT COVER	0.9	ACRE	\$	\$
8131000	SODDING	50	SY	\$	\$

Bidder: _____

IFB NO. 4375-10L

BID FORM
Page Five

<i>Item Number</i>	<i>Description of Item</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	100	LF	\$	\$
8152007	SEDIMENT TUBE	250	LF	\$	\$
8153000	SILT FENCE	1400	LF	\$	\$

TOTAL

\$ _____ \$ _____

BID FORM
Page Six

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: _____

BID FORM
Page Seven

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 at (843) 958-4570.

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

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

Is your firm a _____ Partnership, _____ Corporation, _____ Sole Proprietorship?

If incorporated, please list state of incorporation: _____

MINORITY AND WOMAN-OWNED PROJECT GOALS FOR C-FUND CONTRACTS

For contracts that involve South Carolina Department of Transportation C-Funds (such as this contract) there is a goal of 5% minority and 5% woman-owned business enterprise subcontract participation. A list of certified minority and woman-owned disadvantaged business enterprises can be found at the SCDOT Web site

http://www.scdot.org/doing/dbe_listing.shtml.

BUSINESS OWNERSHIP AND CERTIFICATION

Are you a certified Charleston County Small Business Enterprise (SBE)? ☐ No ☐ Yes

(If yes, give SBE Certification No. _____)?

Is at least 51% of your business ☐ Minority Owned? ☐ Woman Owned?

☐ 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	____%

Bidder: _____

IFB NO. 4375-10L

BID FORM
Page Eight

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. _____

S.C. Bidder's License No. _____

Bidder: _____

IFB NO. 4375-10L

NOTE: THIS “C”-FUND PROJECT HAS A GOAL OF 5% Minority Business Enterprise (MBE) and 5% Woman-Owned Business Enterprise (WBE) participation. The M/WBE firm(s) must hold current certification as a Disadvantaged Business Enterprise (DBE) by the S.C. Department of Transportation (SCDOT) in order to be used on this project. 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: 4375

Project Name: U.S. 17 AND DAVISON RD INTERSECTION

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

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 Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the Contract herein.

SWORN TO BEFORE ME THIS
____ DAY OF _____, 2010

Authorized Signature for Offeror

NOTARY PUBLIC FOR THE

Please print Offeror's name
and address:

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

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

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: 4375

Project Name: U.S. 17 AND DAVISON RD INTERSECTION

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____