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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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MAY 09 2017

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge

Civil Action No. 2016-CP-40-07353
Appellate Case No. 2017-000134

Richardson Construction Company, Inc. Appellant,

v.

Richland County, a political subdivision, and
McClam & Associates, Inc. Respondents.

**APPELLANT'S MOTION FOR EXPEDITED TEMPORARY INJUNCTION
PENDING APPEAL AND SUPPORTING MEMORANDUM**

Appellant Richardson Construction Company, Inc. ("RCC") requests that this Court issue a temporary injunction directing Richland County and McClam & Associates, Inc. ("McClam") to stop construction work on the Shop Road Extension construction project during the pendency of this appeal. This request for temporary injunction is made pursuant to Rule 62(c), SCRPC.

Application to the trial court first is not practicable because as work progresses on the Shop Road Extension construction project, it soon will be impossible to halt construction despite the legal and economic harms continuing to occur and RCC's ability to obtain any meaningful remedy diminishes dramatically. For the same reasons, RCC requests that this Court expedite

consideration of this Motion. Thus, RCC makes its request for temporary injunction directly to this Court as permitted under Rule 62(g), SCRPC.

On December 15, 2016, RCC filed a Complaint seeking a temporary restraining order, temporary injunction, and writ of mandamus against Richland County and McClam. (Compl.uyhj, RCC-001 - 173.) As to the temporary injunction, RCC sought an order of the trial court directing Richland County to refrain from executing a contract with McClam for the construction of an extension to Shop Road until RCC could pursue its administrative remedies to protest the award of the contract to McClam in accordance with the Richland County Procurement Code. That request was heard on December 19, 2016, and the Honorable DeAndrea G. Benjamin issued an Order on December 22, 2016, denying the request for temporary injunction. (Order, RCC-174 - 183.) The pending appeal is from the denial of the temporary injunction.

One of the reasons Judge Benjamin denied RCC's request for a temporary injunction to stay execution of the contract between Richland County and McClam was her preliminary determination, made solely for the purpose of evaluating the request for temporary injunction, that there existed a sufficient administrative process through which RCC could seek relief. (Order p. 9, RCC-182.) Two necessary parts of that administrative procedure are the existence of a Procurement Director to make an initial determination on protests and a properly constituted Procurement Review Panel to hear procurement appeals. Neither exists. Richland County Code § 2-621.1.

RCC has recently learned that Chris Younts, who was the Richland County Procurement Director, has resigned after less than a month in that position. Upon information and belief, Chris Younts's tenure lasted only from April 3 to April 28, 2017. There is no Procurement Director

for Richland County. The only employees in the Procurement Office appear to be one contract specialist, two buyers, and an administrative assistant. (Print out of Richland County Office of Procurement & Contracting website with staff members' names and positions, RCC-184 - 185.)

In addition, two other Richland County employees with responsibilities bearing on this procurement dispute have resigned recently. Daniel Driggers was the Director of Finance for Richland County. He resigned from that position on April 11, 2017, with his resignation effective on April 25, 2017. (The State online, *3rd Key Richland County Staffer Leaves His Job in Recent Months*, dated April 12, 2017, RCC-186 - 187.) Rob Perry is the Director of Transportation who oversaw the Richland County Penny Sales Tax program, which funded the subject construction project. Rob Perry resigned on May 5, 2017, and his resignation is effective June 1, 2017. (The State online, *Richland County's Transportation Director Resigns*, dated May 5, 2017, RCC-188 - 190.)

In light of the now impossibility of relief due to the resignation of key Richland County staff and the continuing failure of Richland County to provide any administrative procedure for review of the award to McClam, RCC now requests that this Court issue an order directing Richland County and McClam to stop work on the road construction under way during the pendency of RCC's appeal.

FACTS

On July 20, 2016, Richland County advertised for bids on the contract for construction of the Phase 1 extension of Shop Road ("Shop Road Project"). (Invitation to Bid, RCC-191 - 192.) In soliciting and awarding the contract for the Shop Road Project, Richland County followed the procedure for sealed bids set forth in Richland County Procurement Code Section 2-608 (Invitation to Bid). Less than a month later, the bids were opened on September 14, 2016, and

only three bidders had submitted bids. RCC submitted a bid of \$21,666,330.02; C.R. Jackson, Inc. ("Jackson") submitted a bid of \$22,788,344.33; and McClam submitted a bid of \$24,539,282.95. (Letter from Dale Collier, dated Oct. 11, 2016, RCC-193 - 220.) RCC's bid was \$1.1 million less than Jackson's bid and \$2.8 million less than McClam's bid.

The Richland County Penny Tax Program Development Team ("PDT") initially reviewed the bids and intended to recommend to Richland County Council that RCC's bid was non-responsive, due to what RCC would show was a scrivener's error, and that the Richland County Council should award the contract to Jackson, the next highest bidder. (*Id.*) On October 17, 2016, RCC informed Richland County and the PDT staff about a problem with Jackson's bid and requested that Richland County Council defer its vote on awarding the Shop Road Project contract, which Richland County Council did. (E-mail chain among Kathleen McDaniel, County staff, and PDT staff, dated October 18, 2016, RCC-221 - 223.)

On December 2, 2016, Richland County Administrator, Gerald Seals, issued a letter to Richland County Council opining that both RCC and Jackson's bids were non-responsive and recommending that the Shop Road Project contract be awarded to McClam. (Letter from Gerald Seals, dated Dec. 2, 2016, RCC-224 - 226.) After reviewing Gerald Seals' letter, RCC filed an appeal with the Richland County Procurement Review Panel pursuant to Richland County Code Section 2-621.4(a) on December 5, 2016. (Page 1 appeal to Procurement Review Panel, filed Dec. 5, 2016, RCC-227.) That appeal has now been pending for 150 days with no action by the Richland County Procurement Review Panel because Richland County has failed to constitute a Procurement Review Panel to even hear that appeal.

On December 6, 2016, Richland County Council voted to award the Shop Road Project contract to McClam. (Notice of Intent to Award, RCC-228.) RCC attempted to file a protest

with the Richland County Procurement Director pursuant to Richland County Code Section 2-621.1 on December 16, 2016. (Page 1 of procurement protest, filed on Dec. 16, 2016, RCC-229.) That protest has now been pending for 136 days with no action from the Richland County Procurement Director because there is no Procurement Director.

RCC filed this lawsuit on December 15, 2016, requesting a temporary restraining order, temporary injunction, and mandamus. At a hearing on December 16, 2016, Richland County agreed that it would not sign a contract with McClam until RCC's request for a temporary injunction could be heard. This agreement was memorialized by an order filed on December 16, 2016. (Order, filed Dec. 16, 2016, RCC-230 - 231.)

RCC's request for a temporary injunction was heard on December 21, 2016 by the Honorable DeAndrea G. Benjamin. RCC sought a temporary injunction to enjoin Richland County and McClam from signing the contract until RCC could exhaust its remedies under the Richland County Procurement Ordinance. At that time, Richland County had not had a Procurement Director for almost seven months since Cheryl Patrick resigned in May 2016. At the hearing on RCC's motion, Richland County submitted an Affidavit of Christy Swofford in which she testified that she was the "acting Director of Procurement." (Aff. of Christy Swofford, RCC-232 - 292.) Judge Benjamin relied in large part on this information in making her preliminary evaluation, solely for the purpose of the temporary injunction, that an administrative path existed by which RCC could pursue relief as the disappointed bidder. (Order, RCC-174 - 183.) Based in part on that information, Judge Benjamin denied RCC's request for temporary injunction by Order filed December 22, 2016. (*Id.*) RCC is informed and believes that Christy Swofford resigned from Richland County sometime in February or March 2017, leaving Richland County without even a semblance of an "acting" Procurement Director.

On January 19, 2017, RCC filed its Amended Complaint. (Am. Compl., RCC-293 – 461.) On April 4, 2017, the Honorable Jean H. Toal heard Richland County and McClam’s Motions to Dismiss the Amended Complaint, which she denied from the bench. (Tr. of Hrg. on April 4, 2017, RCC-462 - 529.) At the hearing, the County’s attorney revealed that the County had hired Chris Younts as its Procurement Director. Upon information and belief, Chris Younts’s first day was the day before the hearing, and his last day was a brief 25 days later on April 28, 2017. Since the April 4, 2017 hearing, two more key Richland County employees, Director of Finance Daniel Driggers and Director of Transportation Rob Perry, have resigned from their positions with Richland County. (RCC-186 - 190.)

RCC initiated this appeal, appealing Judge Benjamin’s denial of RCC’s request for a temporary injunction. RCC now requests that this Court issue a temporary injunction directing Richland County and McClam to stop work on the Shop Road Extension construction until RCC’s appeal can be decided.

ARGUMENT

RCC’s request for temporary injunction pending appeal should be granted because RCC can demonstrate that Richland County has deprived it of any adequate remedy at law, RCC’s rights will be irreparably harmed if the temporary injunction is not granted, and RCC is likely to succeed on merits of its underlying procurement dispute. *Denman v. City of Columbia*, 387 S.C. 131, 140, 691 S.E.2d 465, 470 (2010). RCC has learned information at and since the April 4, 2017 hearing before Judge Toal that bears on these elements and that, combined with information already known to RCC, supports the issuance of a temporary injunction staying work on the Shop Road Extension during the pendency of the appeal in the matter.

Throughout this litigation, an important issue has been the failure of Richland County to maintain a Procurement Director and a properly constituted Procurement Review Panel. At the April 4, 2017 hearing before Judge Toal, Richland County represented to the trial court that a new Procurement Director had been hired since the departure of Cheryl Patrick (in May 2016) and then Christy Swofford (in February or March 2017). According to Richland County's lead counsel, the new Procurement Director was Chris Younts. (Tr. of Hrg. on April 4, 2017, p. 7, RCC-468.) Since the hearing, RCC has learned that Chris Younts resigned, having been on the job less than a month. RCC is informed and believes that Chris Younts started work with Richland County on April 3, 2017—the day before the hearing before Judge Toal—and that his last day was April 28, 2017.

As set forth in the Richland County Procurement Code Section 2-621.1(a)-(c), the Procurement Director must evaluate a bidder's protest as a mandatory administrative precedent prior to a bidder seeking relief with the Procurement Review Panel. Richland County cannot keep a Procurement Director, and, once again, this essential position is vacant. Because there is no Richland County Procurement Director, there is no means by which RCC can receive administrative relief, especially during the pendency of RCC's appeal. In the meantime, work on the project has commenced by the highest bidder.

Further impeding RCC's efforts to obtain administrative relief, there is also no Richland County Procurement Review Panel. The Richland County Procurement Code requires that there be five members of the Procurement Review Panel and that each member represent one of five specific industries: service, construction, professional services, consumer, and the procurement arena preferably at management level with state or local government. Richland County Code § 2-621.4(b). At the April 4, 2017 hearing before Judge Toal, counsel for Richland County

represented that there are currently three members of the Richland County procurement Review Panel. (Tr. of Hrg. on April 4, 2017, p. 8, RCC-469.)

Judge Toal admonished Richland County regarding the fact that there are only 3 members of the Richland County Procurement Review Panel.

THE COURT: All right. And how about the procurement review panel? Is it in existence?

MR. NICHOLSON: Yes, ma'am, there's --

THE COURT: Have they been duly appointed by the County?

MR. NICHOLSON: Three -- three of the five positions have been appointed by the County, Your Honor, and that --

THE COURT: And how about the other two positions?

MR. NICHOLSON: They have not been filled yet.

THE COURT: Why have they not been filled?

MR. NICHOLSON: They have had difficulty finding people -- as I understand it, they have had difficulty finding people willing to serve.

THE COURT: Well, you know, that's just not acceptable, Mr. Nicholson. I'm gonna tell you that right now. It doesn't go to anything that's gonna happen with the rest of this hearing, but people depend -- you've got one of the most serious bid controversies that the County has been involved in in a long time. This Jushi plant is a big new investor relocation here, all right, there's an accelerated timetable, and you needlessly -- and I say you, meaning the County, the County needlessly puts in something that could end up being a big legal question about this instead of going ahead and appointing some people to the review panel. Politics or nothing else should interfere with putting some people in there to perform these duties; otherwise, you don't have due process for these people. You've got three out of five. They're gonna argue if they take this -- if they're not given satisfaction in both proceedings, they're gonna be arguing until the cows come home I had to -- I had a burden of persuasion that was impossible to meet because I didn't have a full procurement panel.

(Trans. of Hrg. on April 4, 2017, pp. 8-9, RCC-469 - 470.)

A review of the Richland County Council minutes and agendas publicly available since the April 4 hearing before Judge Toal reveals there have been no appointments to fill the two vacant seats on the Procurement Review Panel. (Richland County Council meeting minutes for April 4, 2017 and April 13, 2017, and agendas for Richland County Council meetings for April 18, 2017 and May 2, 2017, RCC-530 - 566.) Richland County has not advertised the vacancies or made them known to the public in any manner. There is no evidence to reflect that Richland County has done anything to fill the two vacancies on the Procurement Review Panel for two years.

There must be five members for the Procurement Review Panel to be properly constituted. Richland County Procurement Code § 2-621.4(b). That said, even the three current members of the Procurement Review Panel do not meet the requirements for their particular categories. RCC submitted a FOIA request for information regarding the qualifications of the members of the Procurement Review Panel. The information produced by Richland County shows one member was appointed in 1994, one in 2014, and one in 2015. (FOIA response from Richland County, RCC-567 - 577.) It is unclear whether the Procurement Review Panel has ever met or acted in any fashion. Richland County could only provide information regarding the qualifications for one member, Allen Brown. (*Id.*) There is no evidence of which of the five industries these three people are intended to represent. Without documentation of the current members' areas of work, Richland County cannot demonstrate that even with three members there is a properly constituted Procurement Review Panel.

At the same time that RCC has been and is continuing to be denied due process through any administrative procedure of Richland County, McClam has begun work on the Shop Road Extension construction. There is no Procurement Director, which is the only individual given the

authority in the Richland County Procurement Ordinance to hear and resolve the initial step of a procurement protest. There is no Procurement Review Panel. There simply is no administrative procedure in place to handle the current procurement dispute; therefore, RCC has no adequate remedy at law.

RCC will suffer irreparable harm if this temporary injunction pending appeal is not granted. If McClam's work continues unabated during the pendency of the appeal, the work will have progressed to such a point that, from a practical standpoint, there will be no possibility of RCC being granted the contract either through a re-bid of the contract or outright award of the contract to RCC, both of which are permitted under the Richland County Code § 2-621.1(f). RCC has been denied its right to pursue its legal remedies provided by law because of the County's failure to provide the administrative structure required by its own ordinances.

It is likely that RCC would prevail on the underlying procurement appeal and protest. Since appearing before Judge Benjamin, RCC has received additional documents from Richland County via Freedom of Information Act requests that demonstrate McClam's bid was fatally flawed and non-responsive. Because McClam was non-responsive, Richland County must, at the very least, re-bid the contract. Richland County Code § 2-608(e).

One requirement set forth in the Shop Road Project Invitation to Bid was to have Disadvantaged Business Enterprise ("DBE") and Small Local Business Enterprise ("SLBE") participation at 7% and 4.37%, respectively. (Invitation to Bid, RCC-191.) McClam identified Taylor Brothers as both its SLBE contractor and also as its DBE contractor. The same \$1.3 million dollars in work that Taylor Brothers proposed to perform for McClam as its SLBE contractor was impermissibly used by McClam to achieve its DBE goal, essentially "stacking" the Taylor Brothers' participation to satisfy both requirements. (McClam SLBE and DBE

certifications, RCC-578 - 579.) In contrast, RCC's bid would have directed \$2.9 million to the DBE/SLBE community. (Am. Compl. ¶ 15, RCC-295.)

McClam's stacking of Taylor Brothers' work is contrary to the clear intent of the DBE/SLBE program and with the policy of Richland County as related by a Richland County employee. Brenda Parnell is an employee of the Richland County Office of Small Business Opportunity, which upon information and belief manages the SLBE program. On September 12, 2016, two days before the bids were to be submitted, at some time before 4:30 p.m., Ms. Parnell received a call from Collier Taylor, an owner of Taylor Brothers Construction, regarding verification of SLBE and DBE participation. (E-mail from Brenda Parnell, RCC-580 - 582.) Based upon that phone call, at 4:25 p.m. on September 12, 2016, Ms. Parnell sent an e-mail to Dale Collier, procurement manager in the PDT office, and Janet Jones, assistant procurement manager in the PDT office, to ask them to correct the bid specifications for the Shop Road Extension Phase 1 procurement so they correctly reflected that the same subcontractor could not be used to meet both the SLBE and DBE goals. (*Id.*) This matter was of such importance that Ms. Parnell used bold-face type to inform Dale Collier and Janet Jones that a subcontractor's participation could be used to meet either the SLBE or DBE goal but **not both**. Specifically, Ms. Parnell stated as follows:

Mr. Collier Taylor called me today about verification of the SLBE and DBE participation. The Addendum #1: Section-D: Questions and Answers. Please correct on page 17 the 4th question as it reads "Can subcontractors be included on both SLBE and DBE Participation Forms and be credited toward both percentages? **The answer is "NO"** The participation is going to be either/or **not both**.

(*Id.*) (emphasis in original.) The following morning, September 13, 2016, at 8:39 a.m., Janet Jones requested clarification as to which project Ms. Parnell was referring. Ms. Parnell responded that she was referring to the Shop Road Extension Phase 1. (*Id.*)

At 9:48 a.m. on September 13, 2016, Dale Collier, the PDT procurement manager, responded to Ms. Parnell's concerns with the following statement:

It's too late to issue an Addendum with bids due tomorrow. The last day for questions from contractors was last Wednesday. I'm giving the same response to late questions from others to avoid protests after bids are taken. We'll have to handle post-bid with the successful contractor.

Ms. Parnell immediately responded that she understood the time constraint but reiterated that the "contractors need to know SLBE/DBE is either or not both." (*Id.*)

Mr. Collier responded within ten minutes, "Yes ma'am. We'll make clarifications." (*Id.*)

It appears Mr. Collier was anticipating that if there was a problem with a subcontractor's work being used to satisfy both the DBE and SLBE goals that somehow such problem could be "handled" after the bids were opened. The only way that could have been handled was if there was some correction. This is despite the fact that Richland County has taken the position that post-bid corrections, even to a scrivener's error like the one in RCC's bid, are inconsistent with the Richland County Procurement Code. (Letter from Gerald Seals, dated Dec. 2, 2016, RCC-224 - 226.)

Despite this directive from the Richland County Office of Small Business Opportunity, the PDT did not transmit this information to the bidders. There was no clarification made as promised by Dale Collier.

Ms. Parnell's statement that a single subcontractor's work could not satisfy a bidder's SLBE and DBE goal is consistent with the language of the Richland County Procurement Code. The purpose of the DBE and SLBE provisions in the Richland County Procurement Code is to ensure that actual contract dollars go to DBE and SLBE firms that satisfy the DBE and SLBE requirements. While some companies have qualified as both DBEs and SLBEs, there is very little overlap between those two designations in the grading and heavy civil construction fields.

This is primarily because SLBEs have a more restrictive income and contract award limitation than DBEs and, on the other hand, DBEs must undergo a rigorous application process to obtain that certification. The two also differ in that a company can graduate from the SLBE program by becoming successful and winning multiple County contracts, while a DBE company can remain a DBE indefinitely, as long as it manages its income.

When the Richland County PDT assembled the contract requirements for Shop Road Extension Phase I, it mandated a 7% participation for DBEs and 4.37% participation for SLBEs. On its face, this mandates a total of 11.37% of the contract for disadvantaged and small local businesses as a whole. Because it is difficult to find SLBEs that are capable of taking on 4.37% of a roughly \$21 million job (approximately \$917,000), McClam attempted to kill two birds with one stone by allocating 4.37% of the contract to a company that purports to be certified as both SLBE and DBE. By stacking Taylor Brothers' SLBE and DBE participation, McClam effectively allocated only 7.3% total to both the DBE and SLBE community, not the required 11.37%.

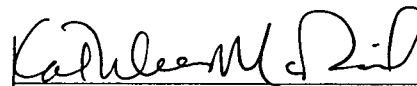
There is no dispute that McClam used Taylor Brothers' quote to satisfy both the SLBE and DBE goals. This means McClam's bid was non-responsive at the time of bid opening. Because McClam's bid was non-responsive, RCC is likely to succeed on its underlying procurement protest and appeal, and Richland County, at the very least, will be required to re-bid the Shop Road Extension construction contract.

Preserving the possibility of RCC being granted the contract is of extreme public importance. By improperly awarding the contract to McClam, Richland County has irresponsibly and needlessly cost the taxpayers of Richland County almost **\$3 million** in Penny Tax funds that could have been put to other beneficial use, and Richland County has deprived the

DBE/SLBE community of \$1.6 million in benefit. This is not consistent with the purpose of the Richland County Procurement Code to provide "the greatest economy to the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a). The only way for Richland County to correct this is to re-bid the remaining portion of this Contract.

CONCLUSION

RCC has demonstrated that it has no adequate remedy at law, that it is likely to succeed on the merits of its procurement dispute, and that it will suffer irreparable harm if a temporary injunction pending this appeal is not granted. Based upon the foregoing, RCC requests that this Court issue a temporary injunction directing Richland County and McClam to stop work on the Shop Road Extension construction project during the pendency of RCC's appeal.



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May 9, 2017

Columbia, South Carolina

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge

Civil Action No. 2016-CP-40-07353
Appellate Case No. 2017-000134

Richardson Construction Company, Inc. Appellant,

v.

Richland County, a political subdivision, and
McClam & Associates, Inc. Respondents.

PROOF OF SERVICE

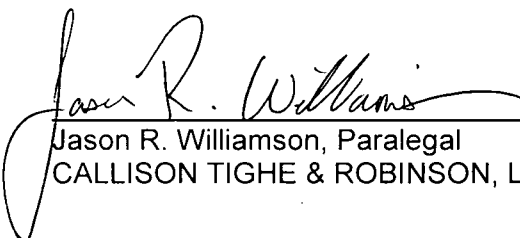
I certify that I have served Appellant's Motion for Expedited Temporary Injunction Pending Appeal and Supporting memorandum on May 9, 2017, on the following by causing a copy to be delivered via the U.S. Postal Service to Counsel for the Respondents to addresses shown below:

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May 9, 2017

Columbia, South Carolina

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

DeAndrea G. Benjamin, Circuit Court Judge

Civil Action No. 2016-CP-40-07353
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Richardson Construction Company, Inc. Appellant,
v.

Richland County, a political subdivision, and
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**DOCUMENTS SUPPORTING APPELLANT'S MOTION
FOR TEMPORARY INJUNCTION PENDING APPEAL**

VOLUME 1

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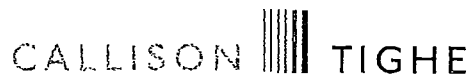
May 9, 2017

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December 15, 2016

Via Hand-Delivery

The Honorable Jeanette McBride
Richland County Clerk of Court
1701 Main Street, Suite 205
Columbia, South Carolina 29201

**Re: Richardson Construction Company, Inc., v. Richland County, a political
subdivision, and McClam & Associates, Inc.
Case No.:
Our File No.: 6344.012**

Dear Ms. McBride:

Enclosed please find the original and one copy of the Civil Action Cover Sheet,
Summons, and Complaint for the above-referenced matter. Please file the original and return a
clocked copy to me via our office courier. Also, enclosed is this firm's check in the amount of
\$150.00 for the filing fee.

If you have any questions, please contact me at your earliest convenience.

With kind regards, I am

Sincerely yours,

CALLISON TIGHE & ROBINSON, LLC

A handwritten signature in black ink, appearing to read "Kathleen McDaniel".

Kathleen McDaniel

KMM/jrw
encls.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richardson Construction Company, Inc.,

Plaintiff(s)

vs.

Richland County, a political subdivision, and McClam
& Associates, Inc.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016CP400-7353

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NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

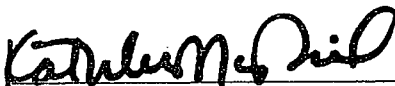
*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Constructions (100) ☐ Debt Collection (110) ☐ General (130) ☐ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/ Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199) _____	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20____-NI-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299) _____	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☐ Slander/Libel (380) ☐ Other (399) _____	Real Property ☐ Claim & Deliver (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☐ Mechanics Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499) _____
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599) _____	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☒ Other (899) <u>Stay of County Procurement</u>	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799) _____	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999) _____
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) _____ ☐ Sexual Predator (510) ☐ Permanent Restraining Order (680)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)		

Submitting Party Signature:



Date: 12/15/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richardson Construction Company, Inc.,

Plaintiff,

v.

Richland County, a political subdivision,
and McClam & Associates, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: **2016 - CP - 400 - 7353**

SUMMONS

RICHLAND COUNTY
FILED
2016 DEC 15 PM 1:43
JEANETTE W. McBRIDE
C.C.P. & G.S.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you with this Summons. You must serve a copy of your Answer to the Complaint to me at my office at 1812 Lincoln Street, Post Office Box 1390, Columbia, South Carolina 29202-1390, within **30 days** after service of this Summons and attached Complaint. The date of service of this Summons is not included in the 30 days within which you must answer.

YOU WILL TAKE NOTICE THAT, if you fail to answer the Complaint within 30 days, judgment by default will be rendered against you and the relief demanded in the Complaint will be granted to the Plaintiff.



Kathleen M. McDaniel
CALLISON TIGHE & ROBINSON, LLC
1812 Lincoln Street, Suite 100
Post Office Box 1390
Columbia, SC 29202-1390
Telephone: (803) 256-2371
Facsimile: (803) 256-6431
kathleenmcdaniel@callisontighe.com

ATTORNEY FOR THE PLAINTIFF

Columbia, South Carolina

December 15, 2016

RCC - 004

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Richardson Construction Company, Inc.,)
Plaintiff,)
v.)
Richland County, a political subdivision,)
and McClam & Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
C/A NO.: **2016-CP-400-7353**

**VERIFIED COMPLAINT FOR
TEMPORARY RESTRAINING
ORDER, TEMPORARY
INJUNCTION/STAY, AND
MANDAMUS**

2016 DEC 15 PM 1:00
JENNIFER W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

Petitioner Richardson Construction Company, Inc. ("RCC") complaining of defendants Richland County and McClam & Associates, Inc. ("McClam") would allege and show as follows:

PARTIES

1. Plaintiff RCC is a corporation organized and existing under the laws of the State of South Carolina with a principal place of business in Richland County, South Carolina.
2. Defendant Richland County is a political subdivision of the State of South Carolina.
3. Defendant McClam is a corporation organized and existing under the laws of the State of South Carolina with a principal place of business in Newberry County.

VENUE

4. Venue is proper in Richland County because Richland County is the location of the actions complained of.

JURISDICTION

5. This Court has personal and subject matter jurisdiction over all parties.

BACKGROUND

6. On July 20, 2016, Richland County advertised for bid a contract for the construction of the Phase 1 extension of Shop Road ("Shop Road Project").

7. One purpose of the Shop Road Project is to provide transportation infrastructure for the development of the China Jushi manufacturing facility.

8. Funding for the Shop Road Project comes from the Richland County Transportation Penny Tax program ("Penny Tax program").

9. The solicitation, bid submission, and bid selection processes were to be managed by the Penny Tax program Project Development Team ("PDT").

10. Bids on the Shop Road Project were due by September 14, 2016.

11. When the bids were opened on September 14, 2016, only three bidders submitted bids. Those bids were as follows:

Bidder	Bid total
RCC	\$21,666,330.02
C.R. Jackson, Inc. ("Jackson")	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

12. RCC's bid was more than **\$1.12 MILLION LOWER** than Jackson's bid.

13. RCC's bid was more than **\$2.87 MILLION LOWER** than McClam's bid.

14. One goal of the Shop Road Project was to have Disadvantaged Business Enterprise ("DBE") and Small Local Business Enterprise ("SLBE") participation at 7% and 4.37%, respectively.

15. Upon information and belief,¹ the relative DBE/SLBE participation amounts (after Jackson negotiated increased SLBE participation post-bid opening) for Richardson, Jackson, and McClam were as follows:

¹ Allegations regarding the contents of McClam's bid are made "upon information and belief" because they are based upon verbal representations by a representative of Richland County. RCC submitted a FOIA request for copies of McClam's bid submission and any corrections on November 28, 2016, but has not yet received copies of those documents.

Bidder	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
RCC	\$1,700,000.00 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%)
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%)
McClam	\$1,791,367.66 (7.3%)	\$1,349,660.56 (all to Taylor Brothers) (5.5%)	\$1,791,367.66

16. Upon information and belief, McClam identified Taylor Brothers Construction Company, Inc. ("Taylor Brothers") as their SLBE contractor and also as a DBE contractor.

17. Upon information and belief, the same \$1.3 million in work that Taylor Brothers is proposed to perform for McClam as its SLBE contractor will also be used by McClam to achieve its DBE goal.

18. Thus, McClam's bid would only direct less than \$1.8 million to the DBE/SLBE community compared to the almost \$2.9 million that RCC would direct to the DBE/SLBE community.

19. The PDT initially reviewed the bids and sought to make a recommendation to the Richland County Council.

20. The PDT's recommendation was contained in a letter from Dale Collier of the PDT to Rob Perry, the Richland County Director of Transportation, dated October 11, 2016. A copy of this letter is attached as **Exhibit 1**.

21. Mr. Collier's October 11, 2016 letter was included in Richland County Council's agenda package for the October 18, 2016, Richland County Council meeting.

22. As can be seen from Mr. Collier's letter, the PDT was of the opinion that RCC's bid was unresponsive because of a clerical or scrivener's error.

23. In preparing and submitting its bid, RCC inadvertently listed LAD, Inc. as its SLBE contractor to conduct work in the total amount of \$1,187,634.00.

24. The day after bid opening, the PDT staff contacted RCC and explained that LAD, Inc. was not a certified SLBE contractor.

25. Five days after the bid opening, RCC met with PDT staff and explained that the listing of LAD, Inc. as its SLBE contractor was inadvertent and that the correct SLBE contractor was Sharpe's Contracting Services, LLC.

26. At that meeting, RCC provided the PDT with the actual quote from Sharpe's Contracting Services, LLC that RCC had used to prepare its bid. A copy of that quote is attached as **Exhibit 2**.

27. The quote from Sharpe's Contracting Services, LLC shows work to be done by Sharpe's Contracting Services, LLC in the amount of \$1,187,634.00. This is the exact same amount of work that RCC included for its SLBE contractor in its bid.

28. Sharpe's Contracting Services, LLC is a certified SLBE contractor.

29. Further demonstrating that the inclusion of LAD, Inc. as RCC's SLBE contractor was merely a clerical or scrivener's error is the fact that the address listed for LAD, Inc. on the SLBE commitment page is not the correct address for LAD, Inc.

30. RCC thought that its explanation to the PDT regarding the clerical or scrivener's error had satisfied the PDT about the matter.

31. As can also be seen from Dale Collier's October 11, 2016 letter, Jackson's bid failed to include sufficient work to meet the SLBE goal.

32. Based upon statements in that letter, it appears that PDT staff contacted the Richland County Procurement Department, who informed the PDT that it would be permissible for the PDT staff to work with Jackson to find a way to increase their SLBE participation to meet the SLBE goal even though this was after the bids were opened.

33. After obtaining this permission, it appears that Jackson claims to have negotiated with Taylor Brothers and Sharpe's Contracting Services, LLC for them to contribute services as SLBE contractors and relayed this information to the PDT staff.

34. The PDT staff determined that Jackson now met the SLBE goal and had the lowest responsive bid. Based upon that determination, Dale Collier recommended to Richland County Council that it award the Shop Road Project contract to Jackson.

35. Upon information and belief, Taylor Brothers agreed to contribute some amount of services for Jackson.

36. However, Sharpe's Contracting Services, LLC made no such commitment to Jackson.

37. On October 17, 2016, RCC informed Richland County and the PDT staff about this misrepresentation regarding Sharpe's Contracting Services, LLC on Jackson's bid and requested that Richland County Council defer its vote on awarding the Shop Road Project contract.

38. The vote on awarding the Shop Road Project contract was deferred without a particular date for the matter to be heard.

39. The matter next appeared on the agenda for the December 6, 2016 Richland County Council meeting.

40. Prior to the December 6, 2016 Richland County Council meeting, the matter was taken out of the PDT's hands and taken under consideration by the Richland County Interim Administrator and other Richland County staff members.

41. On December 2, 2016, the Richland County Interim Administrator, Gerald Seals, issued a letter stating his recommendation to Richland County Council. A copy of Gerald Seals' letter is attached as **Exhibit 3**.

42. In his letter, Gerald Seals unilaterally makes the policy determination that a provision within the PDT's Transportation Program Procurement Manual permitting the correction of bids after opening would be inconsistent with the Richland County Procurement Ordinance.

43. Gerald Seals also made the determination that, "there was no indication from the bid submittal that could lead one to reasonably conclude that [Richardson] intended to be adequately responsive to the SLBE requirements of the bid or to deemed [sic] responsive to the bid solicitation."

44. Based upon this reasoning, Gerald Seals stated that both RCC and Jackson's bids were non-responsive and recommended that the Shop Road Project contract be awarded to McClam.

45. This would include the participation of Taylor Brothers—the same company that the PDT and Jackson had worked with after bid opening to reach the SLBE goal for Jackson—in the amount of \$1,349,660.56.

46. After reviewing Gerald Seals' December 2, 2016 letter, RCC filed an appeal with the Richland County Procurement Review Panel pursuant to Richland County Code Section 2-621.4(a). A copy of that appeal is attached as **Exhibit 4**.

47. Representatives of RCC attended the December 6, 2016 meeting of the Richland County Council and requested that County Council either defer a vote on the award of the Shop Road Project contract until the Richland County Procurement Review Panel could hear and decide RCC's appeal or, in the alternative, award the Shop Road Project contract to RCC instead of McClam, as would be in the best interest of Richland County.

48. Despite the \$3 million difference in the bid amounts (to the detriment of the public interest) and the \$1.1 million difference in the money directed to the DBE/SLBE community (to the detriment of the DBE/SLBE community), Richland County Council voted to award the Shop Road Project contract to McClam.

49. The motion and vote of Richland County Council failed to make any determination regarding whether the significantly lower bid by RCC was responsive or not.

50. On December 7, 2016, Richland County issued a Notice of Intent to Award stating that it intended to award the Shop Road Project contract to McClam on Sunday,

December 18, 2016, at 10:00 a.m. A copy of the Notice of Intent to Award is attached as

Exhibit 5.

51. Such an award is contrary to the best interest of Richland County and contravenes the Richland County Procurement Code.

52. The purpose of Richland County's competitive purchasing policy is set forth in Richland County Code Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added).

53. Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added).

54. Although material compliance is not defined in the ordinance, a newer Richland County Code section addresses the handling of "minor irregularities and informalities" in bids for professional services to be paid for with proceeds from the Richland County Penny Tax:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6).

55. By correcting a clerical or scrivener's error in the name of its SLBE contractor, RCC merely corrected a minor technicality with its bid. This correction would have no effect on the amount of RCC's bid or its performance of the contract.

56. Because it was already the lowest bidder, this correction would not prejudice the other bidders and would have been to the advantage of Richland County.

57. The Project Manual for the Shop Road Project contained the following provision:

The County of Richland reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.

Project Manual: Shop Road Extension Phase I PDT-290-IFB-2016 Section 4(1) page 13.

58. This is consistent with the requirement that a bid comply "materially" with the project specifications rather than comply perfectly. To hold otherwise would unwisely confine Richland County's ability to award contracts in a manner that considers the best interest of the public.

59. Even if RCC's bid was not responsive (and RCC reiterates it was responsive), Richland County has the authority to award the contract to a bidder other than the lowest responsive and responsible bidder if doing so is in the best interest of the citizens of the county or minority procurement requirements, among other reasons. Richland County Code § 2-618(b).

60. RCC's bid is almost \$3 MILLION LESS than McClam's bid. RCC's bid provides \$1 MILLION MORE to the DBE/SLBE community. In light of such a substantial difference in price and benefit to the DBE/SLBE community, it would be in the best interest of the citizens of Richland County and provide the greatest economy for the taxpayers to avoid an unnecessary overpayment out of Richland County Penny Tax revenue to McClam and Taylor Brothers.

61. Accordingly, Richland County Council erred in awarding the Shop Road Project contract to McClam.

62. In addition to its appeal pending before the Richland County Procurement Review Panel, if Richland County awards the Shop Road Project contract to McClam, RCC intends to file an award protest challenging the contract award as provided for in the Richland County Code.

63. As part of RCC's appeal to the Richland County Procurement Review Panel, counsel for RCC has tried repeatedly to identify the members of the Richland County

Procurement Review Panel and to obtain a copy of the Rules of Procedure for the Richland County Procurement Panel. A copy of this email correspondence from RCC to Richland County is attached as **Exhibit 6**.

64. As of the date of this filing, Richland County has provided none of the requested information.

65. RCC has also received no correspondence from the Richland County Procurement Review Panel indicating that it received the appeal or that the Richland County Procurement Review Panel is taking any action on the pending appeal.

66. Based upon the lack of information forthcoming from Richland County, the only conclusion that RCC can draw is that Richland County does not have a properly-constituted Procurement Review Panel in place.

67. RCC has also submitted two requests pursuant to the South Carolina Freedom of Information Act for information that should be publicly available.

68. In particular, RCC has requested copies of all bid submissions from Jackson and McClam on the Shop Road Project, including any information that was submitted after the bids were opened. A copy of the email correspondence between RCC and Richland County regarding these FOIA requests is attached as **Exhibit 7**.

69. On December 7, 2016, a representative of the PDT stated that she could not release that information until she had approval from Richland County Council or the protest period ended. This is contrary to the requirements of the South Carolina Freedom of Information Act.

70. Thereafter, the undersigned counsel for RCC communicated with the Ombudsman's office for Richland County.

71. The Richland County ombudsman relayed the information that the cost for searching Richland County's computer and phone records would be \$250.00.

72. The ombudsman also relayed the message that RCC could not obtain Jackson and McClam's bid submissions until they had been first reviewed by the Richland County Legal Department.

73. Such review of the bid information is an unnecessary delay tactic as there is no information in the bid submissions that would be protected. The tabulation of bids including the exact amount that McClam would charge for each item on the bid sheet was included in Dale Collier's letter from October 11, 2016, demonstrating that this information is not protected.

74. In addition, the Dale Collier October 11, 2016 letter contains the DBE and SLBE committal sheets for Jackson, demonstrating that this information is not protected.

75. The ombudsman has stated that the information regarding Jackson and McClam's bids will not be released until the search fee for the SEPARATE FOIA request is agreed to. This is unreasonable because it is not necessary to search Richland County's computer or phone records to produce Jackson and McClam's bid information, which was requested separately.

76. Having met with resistance at every turn and with the impending contract award to McClam, RCC felt its only recourse for relief at this time would be to this Court.

FOR A FIRST CAUSE OF ACTION
Temporary Restraining Order

77. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

78. As can be seen from the above information, as a matter of law RCC should have been awarded the Shop Road Project contract rather than Jackson or McClam.

79. If the contract is awarded to McClam on December 18, 2016, it is not clear from the Richland County Code whether that award could be cancelled if it is later determined that the contract should have been awarded to RCC.

80. If it is later determined that the Shop Road Project contract should have been awarded to RCC but there is no mechanism to cancel the contract with McClam and re-award the contract to RCC, then Richland County will have wasted \$3 million in Penny Tax funds, which funds could have gone to other worthy Penny Tax projects for the benefit of Richland County citizens.

81. In order to file its award protest should the contract be awarded to McClam and the contract award not stayed, RCC needs to obtain all requested information regarding Jackson and McClam's bids.

82. As set forth above, Richland County has not yet provided the information requested by RCC in response to its two separate requests made pursuant to the South Carolina Freedom of Information Act.

83. Accordingly, RCC requests that this Court issue a temporary restraining order (TRO) pursuant to Rule 65, SCRCP, restraining Richland County from awarding the Shop Road Project contract to McClam until Richland County produces the information requested by RCC via the South Carolina Freedom of Information Act and the Richland County Procurement Review Panel can hear and issue a determination on RCC's appeal that has already been filed and RCC's award protest that will be filed.

84. Unless this Court issues an injunction staying the award of the contract, the contract will be awarded to McClam.

85. RCC will suffer immediate and irreparable harm if the contract is awarded to McClam at this time.

86. Richland County may also suffer immediate and irreparable harm if the contract is awarded to McClam at this time.

87. This is because once the contract is awarded, it is not clear that there is any provision of the Richland County Code that would permit cancellation of the contract and re-award to RCC if it is determined that the contract should have been awarded to RCC.

88. If it is determined by the Richland County Procurement Director, Procurement Review Panel, or a court that the contract should have been awarded to RCC, then then it will pose a unique difficulty for Richland County to exit the contract with McClam and enter a new contract with RCC, particularly if McClam has begun work pursuant to the contract.

89. Richland County will suffer no harm if the TRO is issued.

90. The TRO lasts for a very limited period of time until a hearing on a temporary injunction can be had.

91. Furthermore, even with any limited postponement in the commencement of work that may be caused by staying award of the contract until a decision by the Procurement Review Panel is issued on RCC's appeal and award protest, the project can still be completed in a timely manner.

92. In preparing its bid, RCC planned to finish the project in July 2018, or approximately 2 months before the current deadline stated in the Notice of Intent to Award Contract. (Ex. 8, Aff. of Robert M. Richardson.)

93. Because Richland County has expressed its intent to award this contract on December 18, 2016, time is extremely limited to have this matter heard.

94. RCC requests that this Court hear this matter on an expedited basis and, if necessary, without notice to Defendants and that a hearing on a temporary injunction be scheduled at the earliest possible time thereafter.

95. RCC stands ready to post such bond as may be determined to be necessary by this Court for the issuance of this TRO. That said, RCC believes that Richland County will suffer no appreciable damages if the TRO is issued for the limited amount of time necessary for this Court to consider RCC's request for a temporary injunction further staying award of the Shop Road Project contract until Richland County produces the information requested via FOIA and RCC's appeal and to-be-filed protest are decided by the Richland County Procurement Review Panel.

96. RCC recognizes that this could be a type of request that this Court has not recently entertained. For the convenience of the Court, a copy of an Order from the Greenville County Court of Common Pleas issuing a temporary injunction on a similar request is attached as **Exhibit 9**.

FOR A SECOND CAUSE OF ACTION
Temporary Injunction

97. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

98. RCC will suffer irreparable harm if Richland County is not enjoined to stay issuance of the contract award until after a decision on RCC's appeal and award protest is issued by the Richland County Procurement Review Panel.

99. This is because once the contract is awarded to McClam, even if it is determined that as a matter of law the Shop Road Project contract should have been awarded to RCC, there is not a clear procedure in the Richland County Code for cancelling the contract with McClam and awarding it to RCC.

100. This would be particularly true if McClam has already begun work on the project in the meantime.

101. Richland County will not suffer any harm if award of the contract is stayed until after the Richland County Procurement Review Panel has issued its decision on RCC's appeal and award protest

102. The harm that would be suffered by RCC if Richland County is not so enjoined outweighs any harm that would be suffered by the Richland County as a result of any such injunction.

103. RCC is likely to prevail on its underlying claim for award of the contract because its bid was the lowest and materially complied with the project specifications.

104. Pursuant to Rule 65, SCRCP, RCC requests that this Court issue a temporary injunction staying award of the Shop Road Project contract until the Richland County Procurement Review Panel can hear and decide RCC's pending appeal and to-be-filed contract award protest.

105. In the alternative, if Richland County moves forward and awards the contract to McClam on December 18, 2016, RCC requests that for the same reasons outlined above that this Court suspend the contract and direct McClam to conduct no work on the contract until such time as the Richland County Procurement Review Panel can hear and decide RCC's appeal and to-be-filed award protest.

FOR A THIRD CAUSE OF ACTION

Mandamus

106. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

107. Based upon the facts outline above, it appears to RCC that Richland County does not have a properly-constituted Procurement Review Panel in place.

108. RCC has been unable to identify the members of the Richland County Procurement Review Panel from a search of the Richland County website, where members of all other councils, commissions, and boards are listed.

109. In addition, Richland County has failed or refused to respond to RCC's requests for information about the Richland County Procurement Review Panel.

110. RCC has filed an appeal with the Richland County Procurement Review Panel pursuant to Richland County Code Section 2-621.4(a).

111. At this time, RCC has received no information regarding the constitution of the Richland County Procurement Review Panel or how or when the Procurement Review Panel will hear or decide RCC's pending appeal.

112. Richland County has a duty to constitute a Procurement Review Panel pursuant to Richland County Code Section 2-621.4.

113. This duty is ministerial in nature and not discretionary.

114. It is necessary for Richland County to have a properly constituted Procurement Review Panel in order for RCC's pending appeal to be heard and for RCC's to-be-filed award protest to be heard and decided as well.

115. A hearing before the Richland County Procurement Review Panel is a necessary step in order for RCC to exhaust its administrative remedies before pursuing any further judicial review of Richland County's decision to award the Shop Road Project contract to McClam.

116. If there is no properly constituted Richland County Procurement Review Panel, RCC has no other legal remedy. There is no other procedure for RCC to seek legal recourse for the improper award of the Shop Road Project contract to McClam.

117. Accordingly, pursuant to Rule 65, SCRCP, RCC requests that this Court issue a writ of mandamus directing Richland County to constitute a Procurement Review Panel to hear RCC's appeal and award protest if the contract is awarded to McClam.

118. RCC further requests that it be awarded its costs, including attorney's fees, as provided for in Rule 65, SCRCP, upon issuance of the requested writ of mandamus.

WHEREFORE, having complained of Defendants Richland County and McClam, Plaintiff RCC requests that this Court award them all available relief including but not limited to the following:

- A. Issue a temporary restraining order staying issuance of the award of the Shop Road Contract until a hearing can be had on RCC's request for temporary injunctive relief.
- B. Issue a temporary injunction staying issuance of the award of the Shop Road Contract until the Richland County Procurement Director and Procurement

Review Panel complete their administrative reviews of RCC's appeal and likely contract award protest.

- C. Issue a writ of mandamus requiring Richland County to constitute a Procurement Review Panel;
- D. Attorney's fees and costs of this action; and
- F. Such other and further relief as this Court may deem just and proper.



Kathleen McDaniel (Bar #74826)
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kathleenmcdaniel@callisontighe.com

ATTORNEY FOR PLAINTIFF

December 15, 2016

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
Richardson Construction Company, Inc.,)
)
Plaintiff,)
)
v.)
)
Richland County, a political subdivision,)
and McClam & Associates, Inc.,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. **2016-CP-400-7353**

VERIFICATION

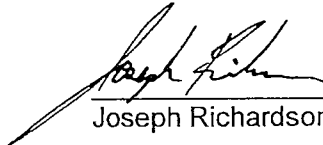
RICHLAND COUNTY
FILED
2016 DEC 15 PM 1:43
JEANETTE W. ROBERTS
C.C.P. & G.S.

Personally appeared before me, Joseph Richardson, who being first duly sworn, states as follows:

1. Richardson Construction Company, Inc. is the Plaintiff in the above-captioned action.

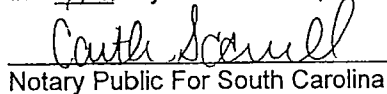
2. I am the Vice-President of Richardson Construction Company, Inc. with authority to make this Verification on behalf of Richardson Construction Company, Inc.

3. I have read the Complaint in the above-captioned action and know the contents thereof and that the same is true of my own knowledge, except as matters therein stated to be alleged on information and belief; and to those matters I believe them to be true.



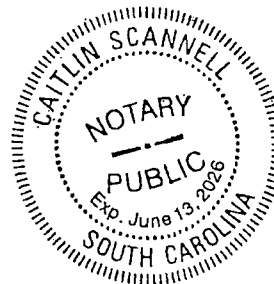
Joseph Richardson

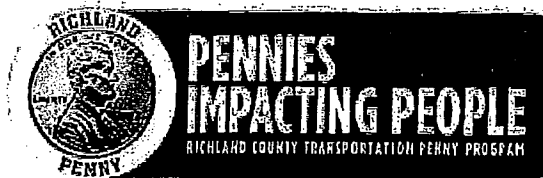
SWORN TO AND SUBSCRIBED before me
this 14th day of December, 2016.



Notary Public For South Carolina

My Commission Expires: 6/13/2026





October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PDT-290-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the Contractor's bid was read out loud and the bids, as submitted, were as follows:

Richardson Construction Co.	\$21,566,330.02
C. R. Jackson, Inc.	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,705,555.84.

A Mandatory Pre-Bid Conference was held on August 10, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SDBE goal of 4.37%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

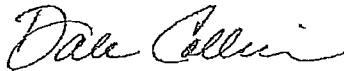
Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

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Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,965.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN-RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	255	\$ 0.30	\$ 76.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESS. SIGN	SF	417.25	\$ 22.75	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.35	\$ 8,255.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.50	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,500.00	\$ 26,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.A.YA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143842	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 26.50	\$ 1,590.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 16.50	\$ 69,506.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 2,670.00	\$ 10,680.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 125.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 59,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 785.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,575.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 7,325.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,520.00	\$ 16,218.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 13.00	\$ 2,600.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990556	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 1.80	\$ 30,027.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 5.75	\$ 202.50
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.69
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,660.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.33

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 980.00	\$ 1,960.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION				\$ 366,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				\$ 451,000.00

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	CY	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-16	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1080200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whetstone, President

CONTRACTOR'S ADDRESS

P. O. Box 8023

CITY, STATE, ZIP

Columbia, South Carolina 29202

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(f) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

[illegible]

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

Name B. H. White

Ben H. Whetstone, President

Title:

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Constulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) **SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET**

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%2019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1.Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each SLBE listed.

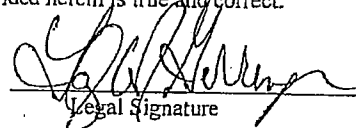
This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.

Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



Shop Road Extension Phase 1
Bid Tabulation Sheet
PDT-290-IEB-2016
September 14, 2016 - 2:00 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2016 SEP 14 PM 2:00

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION CO	\$ 21,666,330.02
M ^c CLAM & ASSOCIATES	\$ 24,539,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY

Dale Collins



SHOP ROAD.EXTENSION - PHASE 1

ITEM #	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 670,156.75	\$ 670,156.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 168,762.50	\$ 168,762.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 469,890.00	\$ 469,890.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,129,740.00	\$ 3,129,740.00	\$ 3,478,675.25	\$ 3,478,675.25	\$ 3,478,675.25	\$ 3,478,675.25
1071000	TRAFFIC CONTROL	1	LS			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 63,825.00	\$ 63,825.00
1080300	CPM PROGRESS SCHEDULE	1	LS			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,150.00	\$ 24,150.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS			\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS			\$ 750,000.00	\$ 750,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,616,625.00	\$ 1,616,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 8.80	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 15.00	\$ 750.00	\$ 100.00	\$ 5,000.00	\$ 86.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION	87,191	CY			\$ 8.00	\$ 537,528.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 762,853.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,888,544.00	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	1	LS			\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,970.00	\$ 5,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,475	TON			\$ 45.00	\$ 516,375.00	\$ 31.00	\$ 355,725.00	\$ 43.25	\$ 496,293.75
2081001	FINE GRADING	77,500	SY			\$ 5.00	\$ 387,500.00	\$ 2.50	\$ 193,750.00	\$ 4.06	\$ 313,675.00
3089900	MAINTENANCE STONE	400	TON			\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00	\$ 42.25	\$ 16,900.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	15,603	TON			\$ 68.00	\$ 1,129,004.00	\$ 75.00	\$ 1,245,225.00	\$ 75.90	\$ 1,260,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	885	TON			\$ 412.00	\$ 365,656.00	\$ 425.00	\$ 377,400.00	\$ 443.80	\$ 394,183.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	8,655	SY			\$ 8.00	\$ 69,240.00	\$ 3.00	\$ 25,965.00	\$ 6.35	\$ 54,959.25
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 6.50	\$ 20,410.00	\$ 8.65	\$ 27,161.00
4018000	MILLED-IN RUMBLE STRIP	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,285.00	\$ 2,530.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1,569	TON			\$ 92.00	\$ 138,828.00	\$ 85.00	\$ 128,265.00	\$ 101.20	\$ 152,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,377	TON			\$ 86.00	\$ 118,422.00	\$ 85.00	\$ 117,045.00	\$ 95.50	\$ 131,503.50
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	250	TON			\$ 175.00	\$ 43,750.00	\$ 150.00	\$ 37,500.00	\$ 172.50	\$ 43,125.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	55	TON			\$ 300.00	\$ 16,500.00	\$ 300.00	\$ 16,500.00	\$ 287.50	\$ 15,812.50
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	51,852	SY			\$ 82.00	\$ 4,251,864.00	\$ 72.02	\$ 3,734,381.04	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.18	\$ 300.00	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	4,000	LF			\$ 0.18	\$ 720.00	\$ 0.15	\$ 600.00	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS 8"DIAM. 4" X 4"	40	EA			\$ 6.00	\$ 240.00	\$ 5.00	\$ 200.00	\$ 5.76	\$ 230.00
6041200	BARRICADE - TYPE 3	60	LF			\$ 0.35	\$ 21.00	\$ 27.50	\$ 1,650.00	\$ 34.50	\$ 2,070.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	652	SF			\$ 8.00	\$ 4,416.00	\$ 5.60	\$ 3,091.20	\$ 13.80	\$ 7,517.60
6052000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,307.50	\$ 17,307.50
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	256	LF			\$ 0.35	\$ 89.60	\$ 0.30	\$ 76.80	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	1,006	LF			\$ 0.18	\$ 181.08	\$ 0.15	\$ 150.90	\$ 0.17	\$ 171.02
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	698	LF			\$ 3.25	\$ 2,268.60	\$ 3.00	\$ 2,094.00	\$ 3.45	\$ 2,408.10

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6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	6	EA	\$ 40.00	\$ 240.00	\$ 35.00	\$ 210.00	\$ 40.25	\$ 241.50
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	2	EA	\$ 60.00	\$ 120.00	\$ 50.00	\$ 100.00	\$ 57.50	\$ 115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	8,000	LF	\$ 0.18	\$ 1,080.00	\$ 0.15	\$ 900.00	\$ 0.17	\$ 1,020.00
6250112	8" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	580	LF	\$ 2.25	\$ 1,305.00	\$ 2.00	\$ 1,160.00	\$ 2.30	\$ 1,334.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	11,528	LF	\$ 1.10	\$ 12,680.80	\$ 1.00	\$ 11,528.00	\$ 1.15	\$ 13,257.20
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	15,878	LF	\$ 0.70	\$ 10,973.20	\$ 0.65	\$ 10,189.40	\$ 0.75	\$ 11,757.00
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	2,031	LF	\$ 13.00	\$ 26,403.00	\$ 12.00	\$ 24,372.00	\$ 13.80	\$ 28,027.80
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	20	EA	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 115.00	\$ 2,300.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	20	EA	\$ 185.00	\$ 3,700.00	\$ 150.00	\$ 3,000.00	\$ 172.50	\$ 3,450.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	12,960	LF	\$ 0.70	\$ 9,072.00	\$ 0.65	\$ 8,424.00	\$ 0.75	\$ 9,720.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	1,120	LF	\$ 12.50	\$ 14,000.00	\$ 12.00	\$ 13,440.00	\$ 13.80	\$ 15,456.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	2,150	LF	\$ 0.75	\$ 1,612.50	\$ 0.65	\$ 1,397.50	\$ 0.75	\$ 1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	4,562	LF	\$ 0.40	\$ 1,836.80	\$ 0.35	\$ 1,607.20	\$ 0.40	\$ 1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	1,011	LF	\$ 2.35	\$ 2,376.85	\$ 2.25	\$ 2,274.75	\$ 2.60	\$ 2,628.60
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	664	LF	\$ 7.00	\$ 4,648.00	\$ 6.75	\$ 4,482.00	\$ 7.80	\$ 5,178.20
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	10	EA	\$ 75.00	\$ 750.00	\$ 65.00	\$ 650.00	\$ 74.75	\$ 747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	8	EA	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 115.00	\$ 920.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	11,880	LF	\$ 0.40	\$ 4,756.00	\$ 0.35	\$ 4,161.50	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	324	EA	\$ 4.00	\$ 1,296.00	\$ 3.75	\$ 1,215.00	\$ 4.30	\$ 1,393.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	300	EA	\$ 4.00	\$ 1,200.00	\$ 3.75	\$ 1,125.00	\$ 4.30	\$ 1,290.00
6318505	REMOVAL OF PAVEMENT MARKINGS	4,000	LF	\$ 1.00	\$ 4,000.00	\$ 0.75	\$ 3,000.00	\$ 0.85	\$ 3,400.00
6319105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	417.25	SF	\$ 50.00	\$ 20,862.50	\$ 22.75	\$ 9,492.44	\$ 33.35	\$ 13,915.29
6319015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	3	EA	\$ 800.00	\$ 2,400.00	\$ 210.00	\$ 630.00	\$ 241.50	\$ 724.50
6331210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1,040	LF	\$ 14.00	\$ 14,560.00	\$ 8.25	\$ 8,580.00	\$ 21.85	\$ 22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	1,300	LF	\$ 11.00	\$ 14,300.00	\$ 6.35	\$ 8,255.00	\$ 7.30	\$ 9,460.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	100	LF	\$ 13.00	\$ 1,300.00	\$ 18.20	\$ 1,820.00	\$ 20.95	\$ 2,095.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	20	LF	\$ 22.00	\$ 440.00	\$ 30.00	\$ 600.00	\$ 34.50	\$ 690.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1,400	LF	\$ 1.80	\$ 2,520.00	\$ 2.10	\$ 2,940.00	\$ 2.45	\$ 3,430.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	700	LF	\$ 2.00	\$ 1,400.00	\$ 2.05	\$ 1,435.00	\$ 2.35	\$ 1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	700	LF	\$ 3.00	\$ 2,100.00	\$ 2.15	\$ 1,505.00	\$ 2.50	\$ 1,750.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	400	LF	\$ 1.00	\$ 400.00	\$ 0.50	\$ 200.00	\$ 0.58	\$ 232.00
6780495	SAWCUT FOR LOOP DETECTOR	200	LF	\$ 6.00	\$ 1,200.00	\$ 7.00	\$ 1,400.00	\$ 8.05	\$ 1,610.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1	EA	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 862.50	\$ 862.50
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	15	EA	\$ 400.00	\$ 6,000.00	\$ 335.00	\$ 5,025.00	\$ 385.25	\$ 5,778.75
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 7,475.00	\$ 29,900.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	500	LF	\$ 4.00	\$ 2,000.00	\$ 5.25	\$ 2,625.00	\$ 6.05	\$ 3,025.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	2	EA	\$ 600.00	\$ 1,200.00	\$ 950.00	\$ 1,900.00	\$ 1,092.50	\$ 2,185.00
6845511	FURNISH & INSTALL CONTR. 332/335 CABINET ASSBLY. BASE MOUNTED (INCLUDING ENCL)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00	\$ 16,100.00	\$ 16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,910.00	\$ 3,910.00
6855722	FURNISH & INSTALL 12" 1-WAY-4 SECTION (R.A.Y.A.F.G.) VEH TRAFFIC SIGNAL	1	EA	\$ 700.00	\$ 700.00	\$ 980.00	\$ 980.00	\$ 1,127.00	\$ 1,127.00
6855723	FURNISH & INSTALL 12" 1-WAY-3 SECTION (R.A.Y.A.F.) VEH TRAFFIC SIGNAL	1	EA	\$ 600.00	\$ 600.00	\$ 850.00	\$ 850.00	\$ 977.50	\$ 977.50
6855731	FURNISH & INSTALL 12" 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	10	EA	\$ 600.00	\$ 6,000.00	\$ 800.00	\$ 8,000.00	\$ 920.00	\$ 9,200.00

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6885781	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-40)	8	EA	\$ 250.00	\$ 2,000.00	\$ 275.00	\$ 2,200.00	\$ 316.25	\$ 2,530.00
6865834	BACKPLATE WIRE/REFL. BORDERS FOR TRAFFIC SIGNALS	12	EA	\$ 120.00	\$ 1,440.00	\$ 175.00	\$ 2,100.00	\$ 201.25	\$ 2,415.00
6885980	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	1	EA	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	24	SF	\$ 38.00	\$ 720.00	\$ 38.00	\$ 912.00	\$ 43.70	\$ 1,048.80
7011800	CONCRETE CURB AND GUTTER WITH FLUME	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 3,000.00	\$ 12,000.00	\$ 1,380.00	\$ 5,520.00
7141113	18" RC PIPE CUL. - CLASS III	3,851	LF	\$ 40.00	\$ 154,040.00	\$ 40.00	\$ 154,040.00	\$ 43.20	\$ 166,363.20
7141114	24" RC PIPE CUL. - CLASS III	1,253	LF	\$ 50.00	\$ 62,650.00	\$ 50.00	\$ 62,650.00	\$ 45.85	\$ 57,450.00
7141116	36" RC PIPE CUL. - CLASS III	714	LF	\$ 80.00	\$ 57,120.00	\$ 100.00	\$ 71,400.00	\$ 93.75	\$ 66,937.50
714111C	72" RC PIPE CUL. - CLASS III	160	LF	\$ 265.00	\$ 42,400.00	\$ 325.00	\$ 52,000.00	\$ 270.00	\$ 43,200.00
7143642	42" SMOOTH WALL PIPE	48	LF	\$ 100.00	\$ 4,800.00	\$ 130.00	\$ 6,240.00	\$ 107.25	\$ 5,148.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 2,150.00	\$ 2,150.00	\$ 2,473.00	\$ 2,473.00
7191605	CATCH BASIN - TYPE 16	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 3,650.00	\$ 14,600.00	\$ 4,197.50	\$ 16,790.00
7192020	DROP INLET (24" X 36")	2	EA	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,300.00	\$ 4,600.00
7192040	DROP INLET TYPE 112	22	EA	\$ 4,000.00	\$ 88,000.00	\$ 2,650.00	\$ 58,300.00	\$ 3,047.50	\$ 67,045.00
7192105	MANHOLE	5	EA	\$ 4,800.00	\$ 24,000.00	\$ 2,250.00	\$ 11,250.00	\$ 2,587.50	\$ 12,937.50
7192260	48" X 48" JUNCTION BOX	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 2,800.00	\$ 14,000.00	\$ 3,220.00	\$ 16,100.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	895	LF	\$ 17.00	\$ 15,215.00	\$ 18.50	\$ 16,557.50	\$ 18.40	\$ 16,469.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	60	LF	\$ 35.00	\$ 2,100.00	\$ 26.50	\$ 1,590.00	\$ 34.50	\$ 2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	408	SY	\$ 40.00	\$ 16,320.00	\$ 45.00	\$ 18,360.00	\$ 41.40	\$ 16,861.20
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	207	SY	\$ 60.00	\$ 12,420.00	\$ 60.00	\$ 12,420.00	\$ 82.10	\$ 12,854.70
7206000	CONCRETE MEDIAN	415	SY	\$ 60.00	\$ 24,900.00	\$ 65.00	\$ 26,975.00	\$ 62.10	\$ 25,771.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	77	SY	\$ 75.00	\$ 5,775.00	\$ 250.00	\$ 19,250.00	\$ 89.00	\$ 5,313.00
7209100	SURFACE APPLIED DETECTABLE WARNING	98	SF	\$ 40.00	\$ 3,920.00	\$ 85.00	\$ 8,370.00	\$ 40.25	\$ 3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	1	EA	\$ 1,850,000.00	\$ 1,850,000.00	\$ 2,823,000.00	\$ 2,823,000.00	\$ 3,246,450.00	\$ 3,246,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	1,500	LF	\$ 36.00	\$ 54,000.00	\$ 12.00	\$ 18,000.00	\$ 14.90	\$ 22,350.00
8021204	4" PERFORATED UNDERDRAIN	1,500	LF	\$ 36.00	\$ 54,000.00	\$ 15.00	\$ 22,500.00	\$ 9.55	\$ 14,325.00
8034060	6" PIPE SLOPE DRAIN	200	LF	\$ 32.00	\$ 6,400.00	\$ 10.00	\$ 2,000.00	\$ 9.00	\$ 1,800.00
8041020	RIP-RAP CLASS B	784	TON	\$ 200.00	\$ 152,800.00	\$ 70.00	\$ 53,480.00	\$ 55.16	\$ 42,134.60
8041030	RIP-RAP CLASS C	208	TON	\$ 220.00	\$ 45,760.00	\$ 75.00	\$ 15,600.00	\$ 59.10	\$ 12,292.80
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	1,337	SY	\$ 3.00	\$ 4,071.00	\$ 3.00	\$ 4,071.00	\$ 5.20	\$ 7,056.40
8051100	STEEL BEAM GUARDRAIL	4,212.5	LF	\$ 17.50	\$ 73,718.75	\$ 16.50	\$ 69,506.25	\$ 19.00	\$ 80,037.50
8052210	END ANCHOR - TYPE B	8	EA	\$ 600.00	\$ 3,600.00	\$ 500.00	\$ 3,000.00	\$ 575.00	\$ 3,450.00
8053250	THREE BEAM G.R. BRIDGE CONN.	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,810.00	\$ 8,440.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,670.00	\$ 10,680.00	\$ 3,070.50	\$ 12,282.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	40	EA	\$ 300.00	\$ 12,000.00	\$ 125.00	\$ 5,000.00	\$ 138.30	\$ 5,532.00
8091050	RIGHT OF WAY PLAT	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,768.00	\$ 18,768.00
8100100	PERMANENT COVER	38.8	AC	\$ 1,600.00	\$ 62,112.00	\$ 1,524.00	\$ 59,181.68	\$ 1,752.60	\$ 68,035.93
8100200	TEMPORARY COVER	20	AC	\$ 1,000.00	\$ 20,000.00	\$ 950.00	\$ 19,000.00	\$ 1,092.50	\$ 21,850.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	40	AC	\$ 900.00	\$ 36,000.00	\$ 785.00	\$ 31,400.00	\$ 902.75	\$ 36,110.00
8104005	FERTILIZER (NITROGEN)	3,200	LB	\$ 3.00	\$ 9,600.00	\$ 2.50	\$ 8,000.00	\$ 2.90	\$ 9,280.00

RCC - 045

[illegible]

Sales Tax Transportation Improvement Program

Bid Tabs

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4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	4,170	SY		\$	50.00	\$	208,520.81	\$	50.00	\$	208,520.81	\$	74.75	\$	311,738.81
4060010	ASPH. SURF. TREAT. (SINGLE)	16,582	SY		\$	15.00	\$	250,224.98	\$	1.80	\$	30,027.00	\$	3.45	\$	57,551.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	13,850	LF		\$	0.20	\$	2,730.00	\$	0.15	\$	2,047.60	\$	0.17	\$	2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	30	LF		\$	3.25	\$	97.50	\$	3.00	\$	90.00	\$	3.45	\$	103.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1,160	LF		\$	300.00	\$	348,075.00	\$	0.25	\$	290.06	\$	0.30	\$	348.08
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	5,555	LF		\$	0.20	\$	1,113.00	\$	0.15	\$	834.75	\$	0.17	\$	946.05
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	13,660	LF		\$	0.40	\$	5,480.00	\$	0.35	\$	4,777.50	\$	0.40	\$	5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	30	LF		\$	7.00	\$	210.00	\$	6.75	\$	202.50	\$	7.75	\$	232.60
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	1,160	LF		\$	0.80	\$	896.15	\$	0.85	\$	938.14	\$	0.65	\$	754.18
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	5,555	LF		\$	0.40	\$	2,225.00	\$	0.35	\$	1,947.75	\$	0.40	\$	2,225.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	81	EA		\$	4.00	\$	325.00	\$	3.75	\$	304.89	\$	4.31	\$	350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$	392,200.07		\$	819,878.44		\$	249,580.70			\$	382,031.63
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$	24,708,555.84		\$	21,860,330.02		\$	22,788,344.33			\$	24,538,282.95

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RCC - 047



UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	1,100	LF			\$	-	\$ 140.00	\$ 154,000.00	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	816	LF			\$	-	\$ 17.00	\$ 13,865.00	\$ 17.00	\$ 13,865.00
3	TEE - 16-INCH x 16-INCH, MJ	4	EA			\$	-	\$ 1,387.00	\$ 5,548.00	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	2	EA			\$	-	\$ 990.00	\$ 1,980.00	\$ 990.00	\$ 1,980.00
5	BEND- 45 DEGREE- 16-INCH, MJ	6	EA			\$	-	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	1	EA			\$	-	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	3	EA			\$	-	\$ 1,760.00	\$ 5,280.00	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	11	EA			\$	-	\$ 3,550.00	\$ 39,050.00	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	1	EA			\$	-	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	3	EA			\$	-	\$ 16,715.00	\$ 50,145.00	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1	EA			\$	-	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	170	LF			\$	-	\$ 187.00	\$ 31,790.00	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	280	CY			\$	-	\$ 156.00	\$ 43,680.00	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	60	SY			\$	-	\$ 91.00	\$ 7,280.00	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION					\$	-		\$ 365,400.00		\$ 365,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS										
15	BORE AND JACK WITH 30-INCH STEEL CASING	180	LF			\$	-	\$ 490.00	\$ 88,200.00	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	180	LF			\$	-	\$ 470.00	\$ 84,600.00	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				\$511,857.00	\$	-		\$ 451,000.00		\$ 451,000.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1,845 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (18-INCH STAINLESS STEEL TAPPING SLEEVE AND 18-INCH FULL BORE GATE VALVE)	1	EA			\$ -	\$ -	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,587	LF			\$ -	\$ -	\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,570	LF			\$ -	\$ -	\$ 190.00	\$ 298,300.00	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF			\$ -	\$ -	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	60	CY			\$ -	\$ -	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00
WS-6	18 X 16 X 18-INCH DIP TEE	7	EA			\$ -	\$ -	\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	8	EA			\$ -	\$ -	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	6	EA			\$ -	\$ -	\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	6	EA			\$ -	\$ -	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	3	EA			\$ -	\$ -	\$ 2,275.00	\$ 6,825.00	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	400	CY			\$ -	\$ -	\$ 9.40	\$ 3,760.00	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 18 X 16 X 8-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA			\$ -	\$ -	\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA			\$ -	\$ -	\$ 3,550.00	\$ 49,700.00	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	320	LF			\$ -	\$ -	\$ 28.25	\$ 9,060.00	\$ 28.25	\$ 9,060.00
WS-15	CHAIN LINK DOUBLE SWING GATE	16	LF			\$ -	\$ -	\$ 55.00	\$ 880.00	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LS			\$ -	\$ -	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	145	SY			\$ -	\$ -	\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LS			\$ -	\$ -	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF			\$ -	\$ -	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00
WS-20	VWV GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	1,407	LF			\$ -	\$ -	\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25
WS-21	VWV GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LF			\$ -	\$ -	\$ 341.75	\$ 1,375,543.75	\$ 341.75	\$ 1,375,543.75
WS-22	VWV GRAVITY PIPE, 18-INCH DIP (AVERAGE DEPTH 13-FT)	260	LF			\$ -	\$ -	\$ 210.00	\$ 54,600.00	\$ 210.00	\$ 54,600.00
WS-23	VWV GRAVITY PIPE, 18-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	498	LF			\$ -	\$ -	\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	265	LF			\$ -	\$ -	\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00
WS-25	60-INCH VWV MANHOLE (AVERAGE DEPTH 10-FT)	14	EA			\$ -	\$ -	\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH VWV MANHOLE (AVERAGE DEPTH 10-FT)	7	EA			\$ -	\$ -	\$ 12,556.00	\$ 87,892.00	\$ 12,556.00	\$ 87,892.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS				\$ -	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 8.60	\$ 43,000.00	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 9.00	\$ 45,000.00	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$3,263,794.04		\$ -		\$ 3,476,675.25		\$ 3,476,675.25

210 of 217

C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

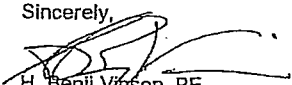
As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated "that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company" to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,


H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC

Exhibit 2

RCC - 052



Blythewood, SC

Sharpe's Contracting Services LLC

Post Office Box 27
Blythewood SC, 29016
(803) 960-4247

sharpescontractingservices@yahoo.com
www.sharpescontractingservices.com

PROPOSAL (9/13/2016)**CUSTOMER NAME:** RICHARDSON CONSTRUCTION COMPANY**LOCATION:** SHOP ROAD EXTENSION**SCOPE OF SERVICES:** See below

1. We propose to perform the following portions of the new dam construction:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
				Sub Total New Dam Construction:	\$ 338,500.00

2. We propose to perform the following erosion control work:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Rap	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.**Thank you for your business!****RCC - 053**

8151112	Temporary Erosion Control Blanket (Class B)	10.67	MSY	\$ 2,500.00	\$ 26,675.00
8152004	Inlet Structure Filter- Type F (Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152006	Inlet Structure Filter- Type F (Non-Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152007	Sediment Tubes for Ditch Checks	1,215	LF	\$ 15.00	\$ 18,225.00
8156200	Cleaning Inlet Structure Filters	26	EA	\$ 500.00	\$ 13,000.00
8156210	Inlet Structure Filter - Type B	23	EA	\$ 650.00	\$ 14,950.00
8157008	Temporary Slope Drain- 8"	200	LF	\$ 50.00	\$ 10,000.00
				Sub Total Erosion Control	\$ 294,291.00

3. We propose to furnish and install steel casing as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990556	Furnish and Install 30" Steel Casing	808	LF	\$ 180.00	\$ 145,440.00
				Sub Total 30" Steel Casing	\$ 145,440.00

4. We propose to furnish and install storm drainage piping and structures as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
7141113	18" RC Pipe Cul- Class III	3,851	LF	\$ 35.00	\$ 134,785.00
7141114	24" RC Pipe Cul- Class III	1,253	LF	\$ 42.00	\$ 52,626.00
7141116	36" RC Pipe Cul- Class III	714	LF	\$ 68.00	\$ 48,552.00
714111C	72" RC Pipe Cul- Class III	160	LF	\$ 200.00	\$ 32,000.00
7143642	42" Smooth Wall Pipe	48	LF	\$ 80.00	\$ 3,840.00
7191050	Catch Basin- Type 1 Special	1	EA	\$ 4,000.00	\$ 4,000.00
7191605	Catch Basin- Type 16	4	EA	\$ 3,600.00	\$ 14,400.00
7192020	Drop Inlet (24" x 36")	2	EA	\$ 3,300.00	\$ 6,600.00
7192040	Drop Inlet Type 112	22	EA	\$ 3,300.00	\$ 72,600.00
7192105	Manhole	5	EA	\$ 4,000.00	\$ 20,000.00
7192260	48" x 48" Junction Box	5	EA	\$ 4,000.00	\$ 20,000.00
				Sub Total Storm Drainage Piping Structure	\$ 402,803.00

TOTAL PROPOSAL \$ 1,187,634.00

Bond Rate: Add 3%

Accepted By: _____

Date Accepted: _____

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

RCC - 054

Exhibit 3

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2061
Fax: (803) 576-2136

MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation
Christy Swofford, Assistant Director of Procurement

RE: Shop Road Extension Phase I Project

DATE: December 2, 2016

Recommendation is for award to McClam & Associates, Inc. in the amount of \$24,539,282.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30 which brings total contract authorization to \$26,993,211.25. It is additionally recommended to authorize 5% of the low bid for utility relocations which equates to \$1,226,964.15

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

Handwritten signature of Rob Perry in cursive script.

Rob Perry
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

Handwritten signature of Christy Swofford in cursive script.

Christy Swofford
Assistant Director of Procurement



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM 11-3

To: Council Members
From: Gerald Seals, Interim County Administrators
Date: December 2, 2016
Subject: Rescinding Council Memorandum 10-4

Purpose:

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

Background:

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

2020 Hampton Street • P.O. Box 192 • Columbia, SC 29202 • Phone: (803) 576-2050

Fax: (803) 576-2137 • TDD: (803) 748-4999

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction.
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

Corrective Actions:

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

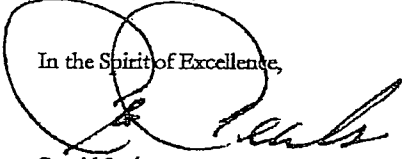
Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

In the Spirit of Excellence,



Gerald Seals

Exhibit 4

RCC - 060

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

December 5, 2016

(via hand-delivery)

Richland County Procurement Review Panel
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012


2016 DEC -5 PM 12:58
RICHLAND COUNTY
PROCUREMENT DEPT

Dear Procurement Review Panel:

I represent Richardson Construction Company (Richardson) in their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. In an effort to preserve all arguments and grounds that might otherwise be waived, Richardson submits this appeal of the following matters:

1. Decision of County staff to recommend awarding the contract for Shop Road Extension Phase 1 Construction to McClam & Associates, Inc. and
2. Policy decision of Interim County Administrator that permitting any correction of a bid after bid opening is inconsistent with the Richland County Procurement Ordinance.

The Procurement Review Panel has the authority to hear this appeal pursuant to the Richland County Procurement Code, which provides:

There is hereby created the Richland County procurement review panel (review panel) which shall be charged with the responsibility of providing an administrative review of . . . any other decision, policy or procedure arising from or concerning the expenditure of county funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of this code and regulations.

Richland County Code § 2-621.4(a) (emphasis added). In this case, Richardson appeals a decision and policy arising from the expenditure of County funds for construction.

As stated above, this appeal arises from County's procurement process for the construction of an extension to Shop Road. Richardson and two other bidders submitted bids in response to an invitation to bid for the project, and those bids were opened on September 14, 2016. On October 11, 2016, the Penny Tax Program Development Team (PDT) recommended that C.R. Jackson be awarded the contract. However, after Richardson voiced concerns about that recommendation, a decision by the County Council was deferred. On October 31, 2016, Richardson provided County attorney, Larry Smith, Esq., with a legal analysis of why the County should and could award the contract to Richardson. A copy of that correspondence is attached

as **Exhibit 1**. Richardson submitted correspondence containing additional analysis to the Interim County Administrator, Gerald Seals, and the County attorney on November 30, 2016. A copy of that correspondence is attached as **Exhibit 2**.

On December 2, 2016, County staff issued a memorandum recommending that McClam & Associates be awarded the contract at the County Council meeting on December 6, 2016. A copy of that recommendation is attached as **Exhibit 3**. With the prior knowledge of County staff and attorneys, Richardson communicated directly with the County councilmembers to explain why they should and could disregard County staff's recommendation and award the contract to Richardson. A copy of that email is attached as **Exhibit 4**.

Richardson incorporates herein its positions contained in Exhibits 1, 2, and 4 as its grounds for appeal to the Procurement Review Panel regarding the County staff procurement decision and policy.

In addition to the grounds for appeal outlined in the exhibits, Richardson asserts two other grounds. First, the Project Manual for this project contains the following provision:

The County of Richland reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.

Project Manual: Shop Road Extension Phase I PDT-290-IFB-2016 Section 4(1) page 13. Just as the PDT's Procurement Manual for the Richland County Transportation Program provides for the correction of bids, this provision is consistent with the Richland County Procurement Code provision that states that "all contracts shall be awarded to the lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e). Exact compliance is not required. A policy interpretation that there can be no correction to bids would mean that exact compliance would be required. Such a requirement would not be in the County's interest because it would take away the any flexibility the County might have to make procurement decisions in the best interest of the citizens. This constitutes an additional ground for reversing the Interim County Administrator's institution of a policy prohibiting any corrections to bids following bid opening.

Richardson's second additional ground for appeal is that even if a correction is not permitted, the Richland County Procurement Code permits award of the contract to Richardson, and it was erroneous for the County staff to not recommend Richardson for award. The code specifically provides that the County can make an exception and not take the lowest responsive and responsible bidder if doing so is in the best interest of the citizens of the county or minority procurement requirements, among other reasons. Richland County Code § 2-618(b). As set forth in the attached correspondence, Richardson's bid is almost \$3 MILLION LESS than McClam's bid. In the light of such a substantial difference in price, it would be in the best interest of the citizens of the County to avoid an unnecessary overpayment out of penny tax revenue. Also as set forth in the attached correspondence, Richardson's bid provides \$1 MILLION MORE to the minority community as encompassed in the DBE/SLBE goals. These two facts alone are a sufficient basis to reverse County staff's decision to recommend McClam for award of the contract.

Procurement Review Panel
December 5, 2016
Page 3

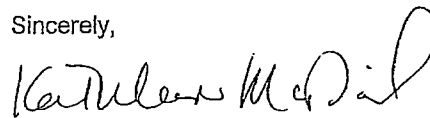
In recognition of the Procurement Review Panel's authority to consider this appeal, Richardson requests that the decision before the County Council on the agenda for December 6, 2016, be deferred until the Procurement Review Panel has considered and ruled upon this appeal.

If this matter does proceed to consideration by County council on December 6, 2016, and the council takes any action other than awarding the contract to Richardson, Richardson will need to pursue all other legal avenues of redress including further appeal or protest of such decision.

Thank you for your consideration of this appeal.

With kind regards, I am

Sincerely,



Kathleen McDaniel

Encls.

cc: Gerald Seals (via hand-delivery and email to sealsg@rcgov.com)
Larry Smith, Esq. (via hand-delivery and email to smithla@rcgov.com)
Ned Nicholson, Esq.
Joseph Richardson

EXHIBIT 1

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com



October 31, 2016

(via hand-delivery)

Larry Smith, Esq.
Richland County Attorney
2020 Hampton Street
Columbia, SC 29204

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Dear Mr. Smith:

As you know, I have been engaged to represent Richardson Construction Company, Inc. in the matter of their bid on the Shop Road Extension Phase I Construction project ("Shop Road project"). On Monday, October 17, 2016, my client and I became aware that Dale Collier, the Procurement Manager of the Richland County Penny Tax Program Development Team ("PDT"), had sent a letter to Rob Perry, Director of Transportation for Richland County, recommending that C.R. Jackson, Inc. be awarded the contract for the Shop Road project. (**Attachment 1.**) Richland County Council was scheduled to vote on the award of contract for the Shop Road project at their regular meeting on Tuesday, October 18, 2016; however, that vote was deferred.

I am writing today to explain why Richardson Construction Company should be awarded the contract at this time. Ultimately, Richardson was the lowest bidder and was a responsive bidder, as explained below. The two irregularities cited by Mr. Collier in his October 11, 2016 letter are technicalities that Richardson has corrected. Richardson was the lowest bidder by \$1.1 million. Furthermore, Richardson's bid provides a greater amount of DBE/SLBE participation than Jackson. So, not only does Richardson provide greater economy for the County, it does so at the same time as providing the greatest financial opportunity for the DBE/SLBE community. Finally, of the three bidders, only Richardson is based in Richland County. For these reasons, the Shop Road project should be awarded at this time to Richardson.

To expand on this, some explanation of how we arrived at this point is necessary. On July 20, 2016, Richland County issued its Invitation to Bid. Bids were due on September 14, 2016, at 2:00 p.m. On September 14, 2016, Richardson, Jackson, and a third company, McClam & Associates, Inc., submitted bids. The bids were as follows:

Bidder	Bid total	
Richardson Construction	\$21,666,330.02	← lowest bid
C.R. Jackson, Inc.	\$22,788,344.33	
McClam & Associates, Inc.	\$24,539,282.95	

Richardson Construction's bid was \$1,122,014.31 lower than Jackson's bid and \$2,872,852.93 lower than McClam's bid.

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One goal of the Shop Road project was to have Disadvantaged Business Enterprise ("DBE") and Small Local Business Enterprise ("SLBE") participation at 7% and 4.37% respectively. Those numbers—as the bids were submitted initially—are as follows:

Bidder	DBE percentage	SLBE percentage
Richardson	7.84%	5.5%
Jackson	7.03%	1.7%

After the bid opening, the PDT informed Richardson that LAD, Inc. was not on the SLBE certified directory. Richardson then realized it had inadvertently submitted an earlier internal draft of the SLBE with LAD, Inc.'s name and the address for a different subcontractor, Herndon. A representative of the PDT called Richardson about this the day after bid opening and at the same time scheduled a meeting for Richardson to come in and meet with PDT representatives. That meeting was held on September 19 or 20, 2016. At that meeting, Richardson explained the scrivener's error and provided the PDT representatives with copies of its quote from Sharpe Contracting Services, LLC showing Sharpe's quote, dated September 13, 2016, in the total amount of \$1,187,634.00. (**Attachment 2.**) Richardson provided Sharpe's quote (which was obtained pre-bid) and contact information to the PDT to document that the Sharpe was the proper SLBE contractor that had been contacted prior to bidding. Using Sharpe as the SLBE contractor, Richardson exceeds the SLBE goal. Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Following that meeting, representatives of Richardson attempted to contact the PDT to find out the status of the bid consideration and more specifically to find out if there were any other issues with its bid that needed to be addressed. The response was that there was nothing else that Richardson needed to address. However, it appears in Mr. Collier's letter to Mr. Perry that there was some concern about the attachment of worksheets regarding utility relocation. This was never mentioned to Richardson as a concern. Had Richardson known this was a concern, it was ready, willing, and able to submit the worksheets if they had been requested.

After learning about this in Mr. Collier's letter, I provided those worksheets to you via email. Copies of my two emails to you sending that information are attached as **Attachment 3**. I never received any notification from our email system that those emails were not delivered.

As I have stated to you previously, based on the Bid Manual, Addendum 1, Addendum 2, and information provided at the pre-bid meeting, it was not clear to Richardson that the worksheets needed to be submitted in addition to the bid form. In fact, the interaction between the worksheets and bid form would indicate that the worksheets might not be needed as part of the bid. This is because as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. Therefore, the fact that those cells were filled in the completed bid form submitted by Richardson demonstrates that Richardson filled out the worksheets pre-bid and that they could not be manipulated post-bid opening. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

After bid opening, it appears that the PDT also realized that Jackson had failed to meet the SLBE participation goal. Post-bid opening, Jackson undertook to obtain additional SLBE participation and eventually managed to get a commitment from Taylor Brothers Construction Company and other sub-contractors. Those commitments brought Jackson's SLBE participation to 4.40%. In contrast, Richardson has demonstrated that its bid is responsive and exceeded the DBE/SLBE goal without the need for post-bid recruitment of additional participants.

Moreover, Richardson's DBE/SLBE participation exceeds that of Jackson not only in percentages but also in terms of actual dollars going to the DBE/SLBE community. The relative DBE/SLBE participation for Richardson and Jackson is as follows:

Company	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
Richardson	\$1,700,000 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%)
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%)

As this table demonstrates, not only does Richardson have a higher DBE/SLBE participation rate than Jackson, Richardson even has a higher absolute dollar amount that will go to the DBE/SLBE community. In fact, Richardson's DBE/SLBE participation rate is 1.92% higher than Jackson's rate, and Richardson will sub-contract with its DBE/SLBE contractors for almost \$300,000 more than Jackson. Thus, not only is Richardson the lowest bidder, but it exceeds the DBE/SLBE participation goals for the project and the DBE/SLBE participation rate for the next highest bidder.

Correcting the name of Richardson's SLBE contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. Richardson materially complied with the specifications of the invitation to bid and should be deemed a responsive bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million lower than Jackson, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the

Larry Smith, Esq.
October 31, 2016
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penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

By correcting the name of its SLBE contractor and providing the utility relocation worksheets, Richardson has corrected minor technicalities with its bid. These corrections have no effect on the amount of Richardson's bid or its performance of the contract. Because it was already the lowest bidder, these corrections do not prejudice the other bidders and are to the advantage of the County.

The public interest would not be served by delaying award of this contract to Richardson or awarding the contract to any other bidder. In fact, the exact opposite is true. It is in the best interest of the County to award the contract now because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community, which is \$300,000 more than Jackson.

Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. Thus, the County should award the contract to Richardson as soon as possible.

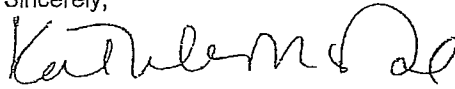
We certainly appreciate the County's consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

RCC - 068

Larry Smith, Esq.
October 31, 2016
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Sincerely,

A handwritten signature in cursive script, appearing to read 'Kathleen McDaniel', written in black ink.

Kathleen McDaniel

Encls.

cc: Joseph Richardson

ATTACHMENT 1



d) Shop Road Phase I Extension Project: Construction Award

Discussion Point

Included in your agenda you will find a recommendation to award Shop Road Phase I Extension to C.R. Jackson Inc. This project has limits from Pineview Road to Longwood Road, and is located in District 10.

Status:

Staff recommends award to C.R. Jackson Inc. in the amount of \$25,067,178.76 which includes a 10% construction contingency. Staff also recommends approval of \$500,000 for project related utility relocations.



October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PDT-250-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the Contractor's bid was read out loud and the bids, as submitted, were as follows:

Richardson Construction Co.	\$21,656,330.02
C. R. Jackson, Inc.	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,706,555.84.

A Mandatory Pre-Bid Conference was held on August 10, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SBE goal of 4.37%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

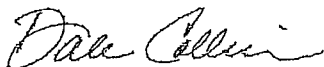
Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

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Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,865.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN-RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.30	\$ 78.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,005	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	5	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,576	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESSG. SIGN	SF	417.25	\$ 22.75	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6631210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.55	\$ 8,265.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.60	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 5,500.00	\$ 22,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845611	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865781	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6865990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6865993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6865998	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6868131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143842	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 26.50	\$ 1,590.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL-UNDER RIP-RAP (CL2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 16.50	\$ 69,508.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 2,570.00	\$ 10,280.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 126.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 58,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 765.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105006	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,575.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.91	\$ 7,825.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,620.00	\$ 16,218.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 13.00	\$ 2,600.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990556	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607008	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	18,582	\$ 1.80	\$ 30,027.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 6.75	\$ 202.50
6271084	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.89
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,680.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.38

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156480 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.87

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 890.00	\$ 1,780.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 155.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION				\$ 366,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				\$ 451,000.00

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8166490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8158210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.57

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

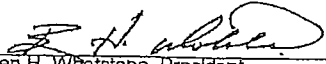
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,587	\$ 108.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	CY	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,650.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 16-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 149.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-788E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1080200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8163080 REPLACE/REPAIR SILT FENCE	LF	1,289
8158490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8158210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whetstone, President

CONTRACTOR'S ADDRESS

P. O. Box 8023

CITY, STATE, ZIP

Columbia, South Carolina 29202

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(D) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

[illegible]

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

Name B. H. Phelps

-- Ben H. Whetstone, President
Title:

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SLBE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%2019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each SLBE listed.

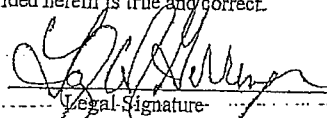
This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.

Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



Shop Road Extension Phase 1

Bid Tabulation Sheet

PDT-290-IFB-2016

September 14, 2016 - 2:00 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2016-SEP 14 PM 2:00

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION CO	\$ 21,666,330.02
M ^C CLAM & ASSOCIATES	\$ 24,539,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY

Dale Collins



SHOP ROAD EXTENSION - PHASE 1

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 870,156.75	\$ 870,156.75
1030800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 160,000.00	\$ 160,000.00	\$ 200,000.00	\$ 200,000.00	\$ 168,782.50	\$ 168,782.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 469,880.00	\$ 469,880.00	\$ 481,000.00	\$ 481,000.00	\$ 461,000.00	\$ 461,000.00
1062000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,128,740.00	\$ 3,128,740.00	\$ 3,478,678.25	\$ 3,478,678.25	\$ 3,478,678.25	\$ 3,478,678.25
1071000	TRAFFIC CONTROL	1	LS			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 63,825.00	\$ 63,825.00
1080300	CPM PROGRESS SCHEDULE	1	LS			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,150.00	\$ 24,150.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS			\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS			\$ 760,000.00	\$ 760,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,618,625.00	\$ 1,618,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 8.80	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 15.00	\$ 750.00	\$ 100.00	\$ 6,000.00	\$ 88.25	\$ 4,412.50
2031000	UNCLASSIFIED EXCAVATION	87,181	CY			\$ 8.00	\$ 697,848.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 782,853.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,886,544.00	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	1	LS			\$ 50,000.00	\$ 50,000.00	\$ 6,000.00	\$ 6,000.00	\$ 8,970.00	\$ 8,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,475	TON			\$ 46.00	\$ 516,375.00	\$ 31.00	\$ 355,725.00	\$ 49.25	\$ 569,293.75
2081001	FINE GRADING	77,500	SY			\$ 8.00	\$ 620,000.00	\$ 2.50	\$ 193,750.00	\$ 4.85	\$ 313,875.00
3089800	MAINTENANCE STONE	400	TON			\$ 35.00	\$ 14,000.00	\$ 80.00	\$ 32,000.00	\$ 42.25	\$ 16,900.00
3190320	HOT MIX ASPHALT BASE COURSE- TYPE B	15,803	TON			\$ 68.00	\$ 1,074,604.00	\$ 75.00	\$ 1,185,225.00	\$ 78.80	\$ 1,246,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	888	TON			\$ 412.00	\$ 365,856.00	\$ 428.00	\$ 377,400.00	\$ 443.80	\$ 394,163.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	8,655	SY			\$ 8.00	\$ 69,240.00	\$ 3.00	\$ 25,965.00	\$ 8.35	\$ 72,337.50
4013980	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 0.60	\$ 2,000.00	\$ 8.65	\$ 27,161.00
4019000	MILLED-IN RUMBLE STRIP	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,286.00	\$ 2,572.00
4020920	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1,608	TON			\$ 92.00	\$ 147,816.00	\$ 86.00	\$ 138,288.00	\$ 101.20	\$ 162,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,377	TON			\$ 85.00	\$ 116,925.00	\$ 85.00	\$ 117,045.00	\$ 85.80	\$ 117,503.80
4036300	HIM ASPHALT THIN LIFT SEAL COURSE	250	TON			\$ 175.00	\$ 43,750.00	\$ 150.00	\$ 37,500.00	\$ 172.60	\$ 43,150.00
4037000	HIM ASPHALT CONC. SURF. CR. FOR DITCH PAVING	88	TON			\$ 300.00	\$ 26,400.00	\$ 300.00	\$ 26,400.00	\$ 287.60	\$ 25,308.80
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	51,862	SY			\$ 82.00	\$ 4,253,684.00	\$ 72.00	\$ 3,734,384.00	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.15	\$ 300.00	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	4,000	LF			\$ 0.16	\$ 640.00	\$ 0.16	\$ 640.00	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS 61-DIR. 4" X 4"	40	EA			\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 5.75	\$ 230.00
8041200	BARRICADE - TYPE 3	60	LF			\$ 0.35	\$ 21.00	\$ 27.50	\$ 1,650.00	\$ 84.50	\$ 5,070.00
8051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	652	SP			\$ 8.00	\$ 5,216.00	\$ 5.50	\$ 3,586.00	\$ 13.80	\$ 9,000.00
8082000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,307.50	\$ 17,307.50
8280005	4" WHITE BROKEN LINES (BAPS EXCLUDED) FAST DRY PAINT	258	LF			\$ 0.35	\$ 90.30	\$ 0.30	\$ 77.40	\$ 0.35	\$ 90.30
8280010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	1,008	LF			\$ 0.18	\$ 181.44	\$ 0.18	\$ 181.44	\$ 0.17	\$ 171.36
8280025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	898	LF			\$ 3.28	\$ 2,925.44	\$ 3.00	\$ 2,694.00	\$ 3.45	\$ 3,087.00

RCC - 091

Sales Tax Transportation Improvement Program

Bid Tabs

Sept. 15, 2016

6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	6	EA	\$	40.00	\$	240.00	\$	36.00	\$	216.00	\$	40.25	\$	241.50
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	2	EA	\$	60.00	\$	120.00	\$	50.00	\$	100.00	\$	57.50	\$	115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	6,000	LF	\$	0.18	\$	1,080.00	\$	0.15	\$	900.00	\$	0.17	\$	1,020.00
6250112	8" YELLOW SOL. ON CURBED - FAST DRY PAINT	580	LF	\$	2.25	\$	1,295.00	\$	2.00	\$	1,160.00	\$	2.30	\$	1,334.00
6252005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	11,528	LF	\$	1.10	\$	12,680.80	\$	1.00	\$	11,528.00	\$	1.16	\$	13,257.20
6252010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	18,675	LF	\$	0.70	\$	10,873.20	\$	0.65	\$	10,189.40	\$	0.78	\$	11,757.00
6252025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	2,031	LF	\$	13.00	\$	26,403.00	\$	12.00	\$	24,372.00	\$	13.80	\$	28,027.80
6252030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	20	EA	\$	110.00	\$	2,200.00	\$	100.00	\$	2,000.00	\$	115.00	\$	2,300.00
6252035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	20	EA	\$	165.00	\$	3,300.00	\$	150.00	\$	3,000.00	\$	172.50	\$	3,450.00
6252110	4" YELLOW SOLID LINES (PVT. EDGE & NO PASSING ZONE) EPOXY PAINT	12,880	LF	\$	0.70	\$	9,012.00	\$	0.65	\$	8,424.00	\$	0.78	\$	9,720.00
6252115	24" YELLOW DIAGONAL LINE EPOXY PAINT	1,120	LF	\$	12.50	\$	14,000.00	\$	12.00	\$	13,440.00	\$	13.80	\$	15,456.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	2,150	LF	\$	0.75	\$	1,612.50	\$	0.65	\$	1,397.50	\$	0.78	\$	1,672.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	4,592	LF	\$	0.40	\$	1,836.80	\$	0.35	\$	1,607.20	\$	0.40	\$	1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	1,011	LF	\$	2.05	\$	2,075.55	\$	2.25	\$	2,274.75	\$	2.80	\$	2,828.80
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	854	LF	\$	7.00	\$	4,449.00	\$	6.75	\$	4,482.00	\$	7.80	\$	5,178.20
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	10	EA	\$	75.00	\$	750.00	\$	65.00	\$	650.00	\$	74.75	\$	747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	8	EA	\$	110.00	\$	880.00	\$	100.00	\$	800.00	\$	115.00	\$	880.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	11,880	LF	\$	0.40	\$	4,752.00	\$	0.35	\$	4,161.30	\$	0.40	\$	4,752.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	324	EA	\$	4.00	\$	1,286.00	\$	3.75	\$	1,215.00	\$	4.30	\$	1,393.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	600	EA	\$	4.00	\$	2,400.00	\$	3.75	\$	2,250.00	\$	4.30	\$	2,574.00
6315505	REMOVAL OF PAVEMENT MARKINGS	4,000	LF	\$	1.00	\$	4,000.00	\$	0.75	\$	3,000.00	\$	0.85	\$	3,400.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESS. SIGN	417.25	SF	\$	60.00	\$	20,822.50	\$	22.75	\$	9,492.44	\$	33.35	\$	13,915.29
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	3	EA	\$	800.00	\$	2,400.00	\$	210.00	\$	630.00	\$	241.50	\$	724.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1,040	LF	\$	14.00	\$	14,560.00	\$	8.25	\$	8,580.00	\$	21.85	\$	22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	1,000	LF	\$	11.00	\$	11,000.00	\$	8.15	\$	8,255.00	\$	7.30	\$	7,300.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	100	LF	\$	13.00	\$	1,300.00	\$	18.20	\$	1,820.00	\$	20.95	\$	2,095.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	20	LF	\$	22.00	\$	440.00	\$	30.00	\$	600.00	\$	34.50	\$	690.00
6770385	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR - GRAY	1,400	LF	\$	1.80	\$	2,520.00	\$	2.10	\$	2,940.00	\$	2.45	\$	3,430.00
6770395	FURNISH & INSTALL NO. 14 COPPER WIRE, 3 CONDUCTOR - BLACK	700	LF	\$	2.00	\$	1,400.00	\$	2.05	\$	1,435.00	\$	2.35	\$	1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	700	LF	\$	3.00	\$	2,100.00	\$	2.15	\$	1,505.00	\$	2.50	\$	1,750.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	400	LF	\$	1.00	\$	400.00	\$	0.50	\$	200.00	\$	0.58	\$	232.00
6780485	SAWOUT FOR LOOP DETECTOR	200	LF	\$	5.00	\$	1,000.00	\$	7.00	\$	1,400.00	\$	8.05	\$	1,610.00
6800495	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1	EA	\$	800.00	\$	800.00	\$	750.00	\$	750.00	\$	862.50	\$	862.50
6800518	FURNISH & INSTALL 13" X 24" 18" O. BLEO. FLUSH UNDERGROUND ENCLOSURE (STB. POLY. CONDU.) HD.	15	EA	\$	400.00	\$	6,000.00	\$	335.00	\$	5,025.00	\$	385.25	\$	5,778.75
6825353	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	4	EA	\$	6,000.00	\$	24,000.00	\$	5,500.00	\$	22,000.00	\$	7,475.00	\$	29,900.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	600	LF	\$	4.00	\$	2,400.00	\$	3.25	\$	1,950.00	\$	6.05	\$	3,630.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	2	EA	\$	600.00	\$	1,200.00	\$	550.00	\$	1,100.00	\$	1,052.50	\$	2,105.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSEMBLY, BASE MOUNTED (INCLUDING BATTERY)	1	EA	\$	12,500.00	\$	12,500.00	\$	14,000.00	\$	14,000.00	\$	16,100.00	\$	16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	1	EA	\$	3,000.00	\$	3,000.00	\$	3,400.00	\$	3,400.00	\$	3,910.00	\$	3,910.00
6865722	FURNISH & INSTALL 12" 1-WAY-4 SECTION (R.A.Y.A.F.S.A) VEH TRAFFIC SIGNAL	1	EA	\$	700.00	\$	700.00	\$	980.00	\$	980.00	\$	1,127.00	\$	1,127.00
6865723	FURNISH & INSTALL 12" 1-WAY-4 SECTION (R.A.Y.A.F.S.A) VEH TRAFFIC SIGNAL	1	EA	\$	600.00	\$	600.00	\$	850.00	\$	850.00	\$	977.50	\$	977.50
6885731	FURNISH & INSTALL 12" 1-WAY-4 SECTION (R.A.Y.A.F.S.A) VEHICLE TRAFFIC SIGNAL	10	EA	\$	600.00	\$	6,000.00	\$	800.00	\$	8,000.00	\$	820.00	\$	8,200.00

RCC - 092

Sales Tax Transportation Improvement Program

Bid Tabs

Sept 15, 2018

685791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	8	EA	\$	250.00	\$	2,000.00	\$	275.00	\$	2,200.00	\$	316.25	\$	2,530.00
685834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	12	EA	\$	120.00	\$	1,440.00	\$	175.00	\$	2,100.00	\$	201.25	\$	2,415.00
685890	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1	LS	\$	1,100.00	\$	1,100.00	\$	1,500.00	\$	1,500.00	\$	1,725.00	\$	1,725.00
685993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	1	EA	\$	500.00	\$	500.00	\$	1,500.00	\$	1,500.00	\$	1,725.00	\$	1,725.00
685996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	1	EA	\$	250.00	\$	250.00	\$	1,500.00	\$	1,500.00	\$	1,725.00	\$	1,725.00
685931	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	24	SF	\$	30.00	\$	720.00	\$	38.00	\$	912.00	\$	43.70	\$	1,048.80
7011000	CONCRETE CURB AND GUTTER WITH FLUME	4	EA	\$	1,200.00	\$	4,800.00	\$	3,000.00	\$	12,000.00	\$	1,380.00	\$	5,520.00
7141113	18" RC PIPE CUL - CLASS III	0.851	LF	\$	40.00	\$	154,040.00	\$	40.00	\$	154,040.00	\$	43.20	\$	166,363.20
7141114	24" RC PIPE CUL - CLASS II	1.253	LF	\$	50.00	\$	62,650.00	\$	50.00	\$	62,650.00	\$	45.85	\$	57,450.05
7141110	36" RC PIPE CUL - CLASS II	714	LF	\$	80.00	\$	57,120.00	\$	100.00	\$	71,400.00	\$	83.75	\$	59,837.50
7141112	72" RC PIPE CUL - CLASS III	150	LF	\$	285.00	\$	42,750.00	\$	325.00	\$	48,750.00	\$	270.00	\$	40,500.00
7143942	42" SMOOTH WALL PIPE	48	LF	\$	100.00	\$	4,800.00	\$	130.00	\$	6,240.00	\$	107.25	\$	5,148.00
7191030	CATCH BASIN - TYPE 1 SPECIAL	1	EA	\$	4,400.00	\$	4,400.00	\$	2,150.00	\$	2,150.00	\$	2,473.00	\$	2,473.00
7191605	CATCH BASIN - TYPE 1B	4	EA	\$	4,200.00	\$	16,800.00	\$	3,650.00	\$	14,600.00	\$	4,197.50	\$	16,790.00
7192020	DROP INLET (24" X 55")	2	EA	\$	3,750.00	\$	7,500.00	\$	2,000.00	\$	4,000.00	\$	2,000.00	\$	4,000.00
7192040	DROP INLET TYPE 112	22	EA	\$	4,000.00	\$	88,000.00	\$	2,850.00	\$	58,300.00	\$	3,047.50	\$	67,045.00
7192105	MANHOLE	5	EA	\$	4,800.00	\$	24,000.00	\$	2,250.00	\$	11,250.00	\$	2,567.50	\$	12,837.50
7192280	48" X 48" JUNCTION BOX	5	EA	\$	5,500.00	\$	27,500.00	\$	2,800.00	\$	14,000.00	\$	3,220.00	\$	16,100.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	835	LF	\$	17.00	\$	15,115.00	\$	15.50	\$	16,567.50	\$	15.40	\$	16,468.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	60	LF	\$	35.00	\$	2,100.00	\$	25.50	\$	1,530.00	\$	34.50	\$	2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	408	SY	\$	40.00	\$	16,320.00	\$	45.00	\$	18,360.00	\$	41.40	\$	16,891.20
7205000	CONCRETE DRIVEWAY (8" UNIFORM)	207	SY	\$	50.00	\$	12,420.00	\$	50.00	\$	12,420.00	\$	52.10	\$	12,854.70
7205000	CONCRETE MEDIAN	415	SY	\$	60.00	\$	24,900.00	\$	55.00	\$	22,875.00	\$	62.10	\$	25,771.90
7206000	PEDESTRIAN RAMP CONSTRUCTION	77	SY	\$	75.00	\$	5,775.00	\$	250.00	\$	19,250.00	\$	89.00	\$	5,313.00
7209100	SURFACE APPLIED DETECTABLE WARNING	98	SF	\$	40.00	\$	3,920.00	\$	65.00	\$	6,370.00	\$	40.25	\$	3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	1	EA	\$	1,850,000.00	\$	1,850,000.00	\$	2,823,000.00	\$	2,823,000.00	\$	3,246,450.00	\$	3,246,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	1,500	LF	\$	35.00	\$	52,500.00	\$	12.00	\$	18,000.00	\$	14.80	\$	22,200.00
8021204	4" PERFORATED UNDERDRAIN	1,500	LF	\$	35.00	\$	52,500.00	\$	15.00	\$	22,500.00	\$	9.55	\$	14,325.00
8034000	8" PIPE SLOPE DRAIN	200	LF	\$	32.00	\$	6,400.00	\$	10.00	\$	2,000.00	\$	9.00	\$	1,800.00
8041020	RIP-RAP CLASS B	784	TON	\$	220.00	\$	172,880.00	\$	70.00	\$	54,880.00	\$	65.15	\$	42,134.50
8041030	RIP-RAP CLASS C	208	TON	\$	220.00	\$	45,760.00	\$	75.00	\$	15,600.00	\$	63.10	\$	12,932.80
8046205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL. 2) TYPE B	1,557	SY	\$	3.00	\$	4,671.00	\$	3.00	\$	4,671.00	\$	5.20	\$	7,098.40
8051100	STEEL BEAM GUARDRAIL	4,212.5	LF	\$	17.50	\$	73,718.75	\$	18.50	\$	69,808.25	\$	19.00	\$	80,037.50
8052210	END ANCHOR - TYPE B	8	EA	\$	800.00	\$	6,400.00	\$	500.00	\$	4,000.00	\$	675.00	\$	5,400.00
8052250	THREE BEAM G.R. BRIDGE CONN.	4	EA	\$	1,500.00	\$	6,000.00	\$	1,400.00	\$	5,600.00	\$	1,610.00	\$	6,440.00
8057100	GUARDRAIL LEADING TYPE T L3 (50)	4	EA	\$	3,000.00	\$	12,000.00	\$	2,570.00	\$	10,280.00	\$	3,070.50	\$	12,282.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	40	EA	\$	000.00	\$	12,000.00	\$	125.00	\$	5,000.00	\$	138.30	\$	5,532.00
8091050	RIGHT OF WAY PLAT	1	LS	\$	12,000.00	\$	12,000.00	\$	5,000.00	\$	5,000.00	\$	18,758.00	\$	18,758.00
8100100	PERMANENT COVER	08.8	AC	\$	1,500.00	\$	13,200.00	\$	1,524.00	\$	13,411.20	\$	1,732.50	\$	15,336.00
8100200	TEMPORARY COVER	20	AC	\$	1,000.00	\$	20,000.00	\$	850.00	\$	17,000.00	\$	1,082.50	\$	21,650.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	40	AC	\$	900.00	\$	36,000.00	\$	785.00	\$	31,400.00	\$	802.75	\$	32,110.00
8104005	FERTILIZER (NITROGEN)	3,200	LB	\$	3.00	\$	9,600.00	\$	2.80	\$	8,960.00	\$	2.80	\$	8,960.00

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RCC - 093

Sales Tax Transportation Improvement Program

Bid Tabs

Sept 15, 2016

8104010	FERTILIZER (PHOSPHORIC ACID)	3,200	LB		\$ 3.00	\$ 9,600.00	\$ 2.50	\$ 8,000.00	\$ 2.90	\$ 9,280.00
8104015	FERTILIZER (POTASH)	3,200	LB		\$ 3.00	\$ 9,600.00	\$ 2.60	\$ 8,000.00	\$ 2.90	\$ 9,280.00
8105005	AGRICULTURAL GRANULAR LIME	84,000	LB		\$ 0.50	\$ 42,000.00	\$ 0.40	\$ 33,600.00	\$ 0.45	\$ 37,800.00
8108050	SELECTIVE WATERING	271,500	GAL		\$ 0.10	\$ 27,150.00	\$ 0.08	\$ 21,720.00	\$ 0.17	\$ 46,155.00
8109901	MOWING	104	AC		\$ 800.00	\$ 83,200.00	\$ 525.00	\$ 54,600.00	\$ 603.75	\$ 62,790.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	11	EA		\$ 240.00	\$ 2,640.00	\$ 220.00	\$ 2,420.00	\$ 252.50	\$ 2,777.50
8111102	BETULA NIGRA (RIVERBIRCH) 10-12" HT. B & B	23	EA		\$ 240.00	\$ 5,520.00	\$ 220.00	\$ 5,060.00	\$ 1,092.50	\$ 25,127.50
811114A	LAGERSTROMIA X FAUREI "NATCHEZ" (ORANGE MYRTLE) 8-10" B & B	27	EA		\$ 220.00	\$ 5,940.00	\$ 190.00	\$ 5,130.00	\$ 1,092.50	\$ 29,497.50
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	38	EA		\$ 250.00	\$ 9,500.00	\$ 225.00	\$ 8,550.00	\$ 1,092.50	\$ 41,516.00
8111186	TAXODIUM DISTICUM (BALD CYPRESS) 2.5-3" CAL. B & B	38	EA		\$ 250.00	\$ 9,500.00	\$ 225.00	\$ 8,550.00	\$ 1,092.50	\$ 41,516.00
81111XX	FRINGETREE () 8" HIGH B & B	25	EA		\$ 300.00	\$ 7,500.00	\$ 225.00	\$ 5,625.00	\$ 1,437.50	\$ 36,062.50
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	8	AC		\$ 1,350.00	\$ 10,800.00	\$ 1,250.00	\$ 10,000.00	\$ 1,437.50	\$ 11,500.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	6	AC		\$ 3,000.00	\$ 18,000.00	\$ 2,875.00	\$ 17,250.00	\$ 3,308.25	\$ 19,812.25
8153000	SILT FENCE	19,252	LF		\$ 3.00	\$ 57,756.00	\$ 1.89	\$ 36,391.08	\$ 2.30	\$ 44,371.60
8153020	REPLACE/REPAIR SILT FENCE	1,278	LF		\$ 8.00	\$ 10,224.00	\$ 5.00	\$ 6,390.00	\$ 4.80	\$ 6,144.00
8154011	POROUS BAPPLE	130	EA		\$ 22.00	\$ 2,860.00	\$ 10.00	\$ 1,300.00	\$ 10.93	\$ 1,420.90
8154012	FLOATING SKIMMER	1	EA		\$ 8,500.00	\$ 8,500.00	\$ 7,600.00	\$ 7,600.00	\$ 4,945.00	\$ 4,945.00
8154030	SILT BASINS	2,038	CY		\$ 20.00	\$ 40,760.00	\$ 10.00	\$ 20,380.00	\$ 17.25	\$ 35,172.75
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	1,600	LF		\$ 5.00	\$ 8,000.00	\$ 8.00	\$ 12,800.00	\$ 8.20	\$ 13,120.00
8155300	SEDIMENT DAM RIP-RAP	480	TON		\$ 150.00	\$ 72,000.00	\$ 75.00	\$ 36,000.00	\$ 59.25	\$ 28,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	202.00	SY		\$ 93.00	\$ 18,786.00	\$ 25.00	\$ 5,050.00	\$ 17.25	\$ 3,491.25
8156480	STABILIZED CONSTRUCTION ENTRANCE	1,928	SY		\$ 4.00	\$ 7,712.00	\$ 19.00	\$ 36,575.00	\$ 17.25	\$ 33,208.25
8180070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	1	EA		\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,880.00	\$ 12,880.00
8181100	AGGREGATE DIAPHRAGM	22	CY		\$ 150.00	\$ 3,300.00	\$ 125.00	\$ 2,750.00	\$ 331.20	\$ 7,286.40
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	1.00	MSY		\$ 8,000.00	\$ 8,000.00	\$ 5,950.00	\$ 5,950.00	\$ 6,845.50	\$ 6,845.50
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	0.31	MSY		\$ 8,000.00	\$ 2,480.00	\$ 7,325.00	\$ 2,270.75	\$ 8,428.75	\$ 2,611.35
8151112	TEMPORARY EROSION CONTROL BLANKET (CLAS B)	10.87	MSY		\$ 50.00	\$ 540.00	\$ 23.00	\$ 736.00	\$ 12.10	\$ 387.20
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	32	LF		\$ 50.00	\$ 1,600.00	\$ 20.00	\$ 640.00	\$ 7.60	\$ 243.20
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	32	LF		\$ 15.00	\$ 480.00	\$ 10.00	\$ 320.00	\$ 6.90	\$ 220.80
8152007	SEDIMENT TUBES FOR DITCH CHECKS	1,215	LF		\$ 500.00	\$ 607,500.00	\$ 150.00	\$ 183,750.00	\$ 327.75	\$ 397,500.00
8152200	CLEANING INLET STRUCTURE FILTERS	26	EA		\$ 850.00	\$ 22,100.00	\$ 380.00	\$ 9,880.00	\$ 327.75	\$ 8,538.25
8156210	INLET STRUCTURE FILTER - TYPE B	23	EA		\$ 50.00	\$ 1,150.00	\$ 13.00	\$ 300.00	\$ 11.90	\$ 2,730.00
8157008	TEMPORARY SLOPE DRAIN - 8"	1	LS		\$ 1,800,000.00	\$ 1,800,000.00	\$ 1,500,000.00	\$ 1,500,000.00	\$ 1,872,342.50	\$ 1,872,342.50
8890523	CONSTRUCTION OF NEW DAM	1	LS		\$ 300,000.00	\$ 300,000.00	\$ 760,000.00	\$ 760,000.00	\$ 548,441.90	\$ 548,441.90
8890524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	1	LS		\$ 16.00	\$ 16.00	\$ 55.00	\$ 55.00	\$ 42.50	\$ 42.50
8890546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	80	SP		\$ 200.00	\$ 16,000.00	\$ 125.00	\$ 10,000.00	\$ 454.25	\$ 36,343.75
8890556	STEEL CASING PIPE	808	LF		\$ 18,000.00	\$ 14,544.00	\$ 12,000.00	\$ 9,600.00	\$ 17,280.00	\$ 17,280.00
8890706	STORMWATER BASIN RISERS	1	LS							
Sub-Total					\$ 24,314,356.78	\$ 20,846,851.88	\$ 22,538,683.64	\$ 24,157,251.31		

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

RCC - 094

4012060	FULL DEPTH ASPH. PAV. PATCH- 6" DEPTH	4,170	SY		\$	66.00	\$	208,620.81	\$	30.00	\$	208,620.81	\$	74.75	\$	311,738.81
4060010	ASPH. SURF. TREAT. (SINGLE)	15,582	SY		\$	16.00	\$	250,224.80	\$	1.00	\$	30,027.00	\$	3.45	\$	57,651.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	10,650	LF		\$	0.20	\$	2,700.00	\$	0.15	\$	2,047.50	\$	0.17	\$	2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	30	LF		\$	3.25	\$	97.50	\$	3.00	\$	90.00	\$	3.45	\$	103.50
6260105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1,160	LF		\$	300.00	\$	348,075.00	\$	0.25	\$	290.00	\$	0.30	\$	348.00
8260110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	5,588	LF		\$	0.20	\$	1,118.00	\$	0.15	\$	834.75	\$	0.17	\$	948.03
8271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	13,650	LF		\$	0.40	\$	5,460.00	\$	0.35	\$	4,777.50	\$	0.40	\$	5,460.00
8271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	30	LF		\$	7.00	\$	210.00	\$	6.75	\$	202.50	\$	7.75	\$	232.50
8271054	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 80 MIL.	1,160	LF		\$	0.80	\$	608.16	\$	0.55	\$	638.14	\$	0.65	\$	754.18
8271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	5,588	LF		\$	0.40	\$	2,235.20	\$	0.35	\$	1,947.75	\$	0.40	\$	2,229.00
8301100	PERMANENT YELLOW PAVEMENT MARKERS (BIDIR.) 4" X 4"	81	EA		\$	4.00	\$	328.00	\$	3.75	\$	304.88	\$	4.31	\$	350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$		\$	819,878.44			\$	249,880.70			\$	882,031.63
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$	24,706,595.84	\$	21,866,330.02	\$	22,788,344.33	\$	24,639,232.85				

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UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		O.F. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	1,100	LF								
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	815	LF			\$ -	\$ -	\$ 140.00	\$ 154,000.00	\$ 140.00	\$ 154,000.00
3	TEE - 16-INCH x 16-INCH, MJ	4	EA			\$ -	\$ -	\$ 17.00	\$ 13,855.00	\$ 17.00	\$ 13,855.00
4	BEND - 22.5 DEGREE - 16-INCH, MJ	2	EA			\$ -	\$ -	\$ 1,387.00	\$ 5,848.00	\$ 1,387.00	\$ 5,848.00
5	BEND - 45 DEGREE - 16-INCH, MJ	5	EA			\$ -	\$ -	\$ 990.00	\$ 1,980.00	\$ 990.00	\$ 1,980.00
6	BEND - 90 DEGREE - 16-INCH, MJ	1	EA			\$ -	\$ -	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	3	EA			\$ -	\$ -	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00
8	GATE VALVES W/BOX - 16-INCH	11	EA			\$ -	\$ -	\$ 1,760.00	\$ 5,280.00	\$ 1,760.00	\$ 5,280.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	1	EA			\$ -	\$ -	\$ 3,550.00	\$ 39,050.00	\$ 3,550.00	\$ 39,050.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING - 16-INCH X 16-INCH	3	EA			\$ -	\$ -	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1	EA			\$ -	\$ -	\$ 16,715.00	\$ 50,145.00	\$ 16,715.00	\$ 50,145.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	170	LF			\$ -	\$ -	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00
14	FLOWABLE FILL	280	CY			\$ -	\$ -	\$ 187.00	\$ 31,780.00	\$ 187.00	\$ 31,780.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	80	SY			\$ -	\$ -	\$ 156.00	\$ 43,880.00	\$ 156.00	\$ 43,880.00
						\$ -	\$ -	\$ 91.00	\$ 7,280.00	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION					\$ -	\$ -		\$ 365,400.00		\$ 365,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS										
15	BORE AND JACK WITH 30-INCH STEEL CASING	180	LF			\$ -	\$ -	\$ 490.00	\$ 88,200.00	\$ 490.00	\$ 88,200.00
15	OPEN CUT AND INSTALL 30" STEEL CASING	180	LF			\$ -	\$ -	\$ 470.00	\$ 84,600.00	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				\$ 951,857.00	\$ -	\$ -		\$ 451,000.00		\$ 451,000.00

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1,645 TOTAL PROJECT QUANTITY	MILES UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (18-INCH STAINLESS STEEL TAPPING SLEEVE AND 18-INCH FULL BORE GATE VALVE)	1	EA								
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,587	LF			\$ -	\$ -	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,670	LF			\$ -	\$ -	\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF			\$ -	\$ -	\$ 190.00	\$ 289,300.00	\$ 190.00	\$ 289,300.00
WS-5	FLOWABLE FILL	80	CY			\$ -	\$ -	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00
WS-6	18 X 18 X 16-INCH DIP TEE	7	EA			\$ -	\$ -	\$ 159.00	\$ 9,300.00	\$ 159.00	\$ 9,300.00
WS-7	16-INCH DIP END CAP	8	EA			\$ -	\$ -	\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00
WS-8	20-INCH HDPE POLY-ANCHORS	8	EA			\$ -	\$ -	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	8	EA			\$ -	\$ -	\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00
WS-10	AIR RELEASE VALVE	5	EA			\$ -	\$ -	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00
WS-11	BORE PIT EXCAVATION	400	CY			\$ -	\$ -	\$ 2,275.00	\$ 9,250.00	\$ 2,275.00	\$ 9,250.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 18 X 18 X 5-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA			\$ -	\$ -	\$ 8.40	\$ 2,760.00	\$ 8.40	\$ 2,760.00
WS-13	DUCTILE IRON GATE VALVE, 18-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA			\$ -	\$ -	\$ 4,250.00	\$ 28,750.00	\$ 4,250.00	\$ 28,750.00
WS-14	CHAIN LINK FENCE	320	LP			\$ -	\$ -	\$ 3,550.00	\$ 48,700.00	\$ 3,550.00	\$ 48,700.00
WS-15	CHAIN LINK DOUBLE SWING GATE	19	LF			\$ -	\$ -	\$ 29.25	\$ 9,360.00	\$ 29.25	\$ 9,360.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LS			\$ -	\$ -	\$ 58.00	\$ 880.00	\$ 58.00	\$ 880.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	143	SY			\$ -	\$ -	\$ 17,650.00	\$ 17,650.00	\$ 17,650.00	\$ 17,650.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LS			\$ -	\$ -	\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF			\$ -	\$ -	\$ 5,850.00	\$ 6,850.00	\$ 5,850.00	\$ 6,850.00
WS-20	VW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 5-FT)	1,407	LF			\$ -	\$ -	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00
WS-21	VW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LP			\$ -	\$ -	\$ 127.76	\$ 179,744.25	\$ 127.76	\$ 179,744.25
WS-22	VW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 12-FT)	260	LF			\$ -	\$ -	\$ 341.78	\$ 1,378,543.78	\$ 341.78	\$ 1,378,543.78
WS-23	VW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	498	LF			\$ -	\$ -	\$ 210.00	\$ 64,600.00	\$ 210.00	\$ 64,600.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	285	LF			\$ -	\$ -	\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00
WS-25	60-INCH VW MANHOLE (AVERAGE DEPTH 10-FT)	14	EA			\$ -	\$ -	\$ 485.00	\$ 123,225.00	\$ 485.00	\$ 123,225.00
WS-26	48-INCH VW MANHOLE (AVERAGE DEPTH 10-FT)	7	EA			\$ -	\$ -	\$ 16,820.00	\$ 283,480.00	\$ 16,820.00	\$ 283,480.00
						\$ -	\$ -	\$ 12,558.00	\$ 87,892.00	\$ 12,558.00	\$ 87,892.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1,645 TOTAL PROJECT QUANTITY	MILES UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING HILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 36-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS				\$ -	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 8.60	\$ 43,000.00	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 8.00	\$ 45,000.00	\$ 8.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES					\$3,263,794.04		\$ -		\$ 3,475,675.25		\$ 3,475,675.25

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C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

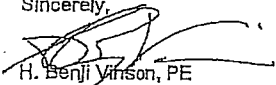
As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated "that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company" to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,


H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC

ATTACHMENT 2



Blythewood, SC

Sharpe's Contracting Services LLC

Post Office Box 27
Blythewood SC, 29016
(803) 960-4247

sharpescontractingservices@yahoo.com
www.sharpescontractingservices.com

PROPOSAL (9/13/2016)

CUSTOMER NAME: RICHARDSON CONSTRUCTION COMPANY

LOCATION: SHOP ROAD EXTENSION

SCOPE OF SERVICES: See below

1. We propose to perform the following portions of the new dam construction:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
1	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
Sub Total New Dam Construction:					\$ 338,500.00

2. We propose to perform the following erosion control work:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Ra	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

8151112	Temporary Erosion Control Blanket (Class B)	10.67	MSY	\$ 2,500.00	\$ 26,675.00
8152004	Inlet Structure Filter- Type F (Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152006	Inlet Structure Filter- Type F (Non-Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152007	Sediment Tubes for Ditch Checks	1,215	LF	\$ 15.00	\$ 18,225.00
8156200	Cleaning Inlet Structure Filters	26	EA	\$ 500.00	\$ 13,000.00
8156210	Inlet Structure Filter - Type B	23	EA	\$ 650.00	\$ 14,950.00
8157008	Temporary Slope Drain- 8"	200	LF	\$ 50.00	\$ 10,000.00
				Sub Total Erosion Control	\$ 294,291.00

3. We propose to furnish and install steel casing as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990556	Furnish and Install 30" Steel Casing	808	LF	\$ 180.00	\$ 145,440.00
				Sub Total 30" Steel Casing	\$ 145,440.00

4. We propose to furnish and install storm drainage piping and structures as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
7141113	18" RC Pipe Cul- Class III	3,851	LF	\$ 35.00	\$ 134,785.00
7141114	24" RC Pipe Cul- Class III	1,253	LF	\$ 42.00	\$ 52,626.00
7141116	36" RC Pipe Cul- Class III	714	LF	\$ 68.00	\$ 48,552.00
714111C	72" RC Pipe Cul- Class III	160	LF	\$ 200.00	\$ 32,000.00
7143642	42" Smooth Wall Pipe	48	LF	\$ 80.00	\$ 3,840.00
7191050	Catch Basin- Type 1 Special	1	EA	\$ 4,000.00	\$ 4,000.00
7191605	Catch Basin- Type 16	4	EA	\$ 3,600.00	\$ 14,400.00
7192020	Drop Inlet (24" x 36")	2	EA	\$ 3,300.00	\$ 6,600.00
7192040	Drop Inlet Type 112	22	EA	\$ 3,300.00	\$ 72,600.00
7192105	Manhole	5	EA	\$ 4,000.00	\$ 20,000.00
7192260	48" x 48" Junction Box	5	EA	\$ 4,000.00	\$ 20,000.00
				Sub Total Storm Drainage Piping Structure	\$ 402,803.00

TOTAL PROPOSAL \$ 1,187,634.00

Bond Rate: Add 3%

Accepted By: _____

Date Accepted: _____

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

ATTACHMENT 3

Kathleen McDaniel

From: Kathleen McDaniel
Sent: Tuesday, October 18, 2016 4:32 PM
To: smithla@rcgov.us
Subject: FW: Shop Road
Attachments: Shop Rd Ext. Bid form and Worksheets.xlsx; ADDENDUM NUMBER TWO.pdf

From: Kathleen McDaniel
Sent: Tuesday, October 18, 2016 3:42 PM
To: smithla@rcgov.us
Subject: Shop Road

Mr. Smith,

Attached is the Addendum 2 that requested further information. There is a hyperlink that directs to the bid form and worksheets attached. There is nothing in there that says that the worksheets need to be sent in. The worksheets come after the signature block on the bid form, and the bid form could not be altered in any way to change this. Also, the numbers from the worksheets are included in the bid which are necessary to consider the bid. The contract price would be set by the bid which is what was submitted.

Kathleen

CALLISON TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

P: 803.404.6900 **F:** 803.404.6901

Email:

KathleenMcDaniel@callisontighe.com

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 500,000.00	\$ 500,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 150,000.00	\$ 150,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 469,890.00	\$ 469,890.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,129,740.00	\$ 3,129,740.00
1071000	TRAFFIC CONTROL	LS	1	\$ 85,000.00	\$ 85,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 20,000.00	\$ 20,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 60,000.00	\$ 60,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 750,000.00	\$ 750,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 12.00	\$ 4,800.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 15.00	\$ 750.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 8.00	\$ 537,528.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 50,000.00	\$ 50,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 25.00	\$ 37,500.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 45.00	\$ 516,375.00
2081001	FINE GRADING	SY	77,500	\$ 5.00	\$ 387,500.00
3069900	MAINTENANCE STONE	TON	400	\$ 35.00	\$ 14,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 68.00	\$ 1,129,004.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 412.00	\$ 365,856.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 8.00	\$ 69,240.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 9.00	\$ 28,260.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 5,000.00	\$ 10,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 82.00	\$ 138,828.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 88.00	\$ 118,422.00
4038300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 176.00	\$ 43,750.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	65	\$ 300.00	\$ 19,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 82.00	\$ 4,251,864.00
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.18	\$ 360.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.18	\$ 720.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 6.00	\$ 240.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 0.35	\$ 21.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 8.00	\$ 4,416.00
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 50,000.00	\$ 50,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,005	\$ 0.18	\$ 181.08
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.25	\$ 2,268.60
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 40.00	\$ 240.00

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 60.00	\$ 120.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.18	\$ 1,080.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	680	\$ 2.25	\$ 1,305.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.10	\$ 12,680.80
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.70	\$ 10,973.20
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 13.00	\$ 26,403.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 110.00	\$ 2,200.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 165.00	\$ 3,300.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.70	\$ 9,072.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.50	\$ 14,000.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.75	\$ 1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,692	\$ 0.40	\$ 1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.35	\$ 2,376.65
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 7.00	\$ 4,648.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 75.00	\$ 750.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 110.00	\$ 880.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 4.00	\$ 1,296.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 4.00	\$ 1,200.00
6318505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 1.00	\$ 4,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	SF	417.25	\$ 50.00	\$ 20,862.50
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 800.00	\$ 2,400.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 14.00	\$ 14,560.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 11.00	\$ 14,300.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 13.00	\$ 1,300.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 22.00	\$ 440.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 1.80	\$ 2,520.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.00	\$ 1,400.00
6770894	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 3.00	\$ 2,100.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 1.00	\$ 400.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 6.00	\$ 1,200.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 800.00	\$ 800.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 400.00	\$ 6,000.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,000.00	\$ 24,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 4.00	\$ 2,000.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 600.00	\$ 1,200.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6845611	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 12,500.00	\$ 12,500.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,000.00	\$ 3,000.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (R.A.Y.A.F.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 700.00	\$ 700.00
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.A.Y.A.F) VEH TRAFFIC SIGNAL	EA	1	\$ 600.00	\$ 600.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 600.00	\$ 6,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 250.00	\$ 2,000.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 120.00	\$ 1,440.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,100.00	\$ 1,100.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 500.00	\$ 500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 250.00	\$ 250.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 30.00	\$ 720.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 1,200.00	\$ 4,800.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 80.00	\$ 57,120.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 265.00	\$ 42,400.00
7143842	42" SMOOTH WALL PIPE	LF	48	\$ 100.00	\$ 4,800.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 4,400.00	\$ 4,400.00
7191805	CATCH BASIN - TYPE 1B	EA	4	\$ 4,200.00	\$ 16,800.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 3,750.00	\$ 7,500.00
7192040	DROP INLET TYPE 112	EA	22	\$ 4,000.00	\$ 88,000.00
7192105	MANHOLE	EA	5	\$ 4,800.00	\$ 24,000.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 5,500.00	\$ 27,500.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 17.00	\$ 15,215.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 36.00	\$ 2,160.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 40.00	\$ 16,320.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 60.00	\$ 24,900.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 75.00	\$ 5,775.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 40.00	\$ 3,920.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 1,850,000.00	\$ 1,850,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 36.00	\$ 54,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 36.00	\$ 54,000.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 32.00	\$ 6,400.00
8041020	RIP-RAP CLASS B	TON	764	\$ 200.00	\$ 152,800.00
8041030	RIP-RAP CLASS C	TON	208	\$ 220.00	\$ 45,760.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 17.50	\$ 73,718.75
8052210	END ANCHOR - TYPE B	EA	8	\$ 600.00	\$ 3,600.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,500.00	\$ 6,000.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 3,000.00	\$ 12,000.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 300.00	\$ 12,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 12,000.00	\$ 12,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,600.00	\$ 62,112.00
8100200	TEMPORARY COVER	AC	20	\$ 1,000.00	\$ 20,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 900.00	\$ 36,000.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 3.00	\$ 9,600.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 3.00	\$ 9,600.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 3.00	\$ 9,600.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.60	\$ 32,000.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.10	\$ 27,150.00
8109901	MOWING	AC	104	\$ 600.00	\$ 62,400.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL B & B	EA	11	\$ 240.00	\$ 2,640.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 240.00	\$ 5,520.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (GRAPE MYRTLE) 8-10' B & B	EA	27	\$ 220.00	\$ 5,940.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL B & B	EA	38	\$ 250.00	\$ 9,500.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL B & B	EA	39	\$ 250.00	\$ 9,750.00
81111XX	FRINGE TREE () 8" HIGH B & B	EA	25	\$ 300.00	\$ 7,500.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,350.00	\$ 6,750.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 3,000.00	\$ 15,000.00
8153000	SILT FENCE	LF	19,292	\$ 3.00	\$ 57,876.00
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 22.00	\$ 3,300.00
8154012	FLOATING SKIMMER	EA	1	\$ 6,500.00	\$ 6,500.00
8154000	SILT BASINS	CY	2,039	\$ 20.00	\$ 40,780.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,800	\$ 5.00	\$ 8,000.00
8158300	SEDIMENT DAM RIP-RAP	TON	460	\$ 150.00	\$ 69,000.00
8158405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 90.00	\$ 18,180.00
8158490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 4.00	\$ 7,700.00
8180070	TEMPORARY 60' X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 16,000.00	\$ 16,000.00
8181100	AGGREGATE DIAPHRAGM	CY	22	\$ 150.00	\$ 3,300.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 6,000.00	\$ 6,000.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 8,000.00	\$ 2,480.00

Page 6

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 2,500.00	\$ 26,675.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 50.00	\$ 1,600.00
8152008	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 50.00	\$ 1,600.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 15.00	\$ 18,225.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 500.00	\$ 13,000.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 650.00	\$ 14,950.00
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 50.00	\$ 10,000.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,800,000.00	\$ 1,800,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 300,000.00	\$ 300,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 16.00	\$ 1,440.00
8990556	STEEL CASING PIPE	LF	808	\$ 200.00	\$ 161,600.00
8607008	STORMWATER BASIN RISERS	LS	1	\$ 18,000.00	\$ 18,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 20,848,651.58

Richland Co. Transportation
Improvement Program

Bid Form

Sept. 14, 2015

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 15.00	\$ 250,224.88
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.20	\$ 2,730.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.25	\$ 97.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 300.00	\$ 348,075.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,566	\$ 0.20	\$ 1,113.00
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.40	\$ 5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 7.00	\$ 210.00
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.60	\$ 696.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,566	\$ 0.40	\$ 2,226.40
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 4.00	\$ 324.00
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 819,678.44
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 2,168,330.02

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 360	LF	1,100	\$ 110.00	\$ 121,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 15.00	\$ 18,040.00
3	TEE - 16-INCH X 16-INCH, MJ	EA	4	\$ 3,000.00	\$ 12,000.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 2,000.00	\$ 4,000.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 2,000.00	\$ 12,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 2,100.00	\$ 2,100.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 3,000.00	\$ 9,000.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 5,500.00	\$ 60,500.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,000.00	\$ 2,000.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 22,000.00	\$ 66,000.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 6,000.00	\$ 6,000.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 195.00	\$ 33,150.00
14	FLOWABLE FILL	CY	280	\$ 120.00	\$ 33,600.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 125.00	\$ 10,000.00
	SUBTOTAL - CONSTRUCTION				\$ 384,390.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 375.00	\$ 67,500.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 475.00	\$ 85,500.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				\$ 469,890.00

The following quantities for Shop Road Extension (SC-788E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153080 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

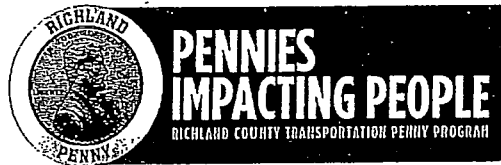
Sept. 14, 2016

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 20,000.00	\$ 20,000.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,667	\$ 85.00	\$ 218,195.00
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 300.00	\$ 471,000.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 125.00	\$ 265,375.00
WS-5	FLOWABLE FILL	CY	60	\$ 115.00	\$ 6,900.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 3,000.00	\$ 21,000.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,000.00	\$ 8,000.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,200.00	\$ 7,200.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 3,200.00	\$ 19,200.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,100.00	\$ 6,300.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 23.00	\$ 9,200.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 6,500.00	\$ 45,500.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 7,000.00	\$ 98,000.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 30.00	\$ 9,600.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 125.00	\$ 2,000.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 8,000.00	\$ 8,000.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 25.00	\$ 3,625.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 8,000.00	\$ 8,000.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 5.00	\$ 1,700.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 55.00	\$ 77,385.00
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 200.00	\$ 805,000.00
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 120.00	\$ 31,200.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 140.00	\$ 69,860.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 500.00	\$ 132,500.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 15,000.00	\$ 210,000.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 7,000.00	\$ 49,000.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 96,000.00	\$ 96,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.00	\$ 100,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 26.00	\$ 130,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 40.00	\$ 200,000.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES			\$	\$ 3,129,740.00

The following quantities for Shop Road Extension (SC-788E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1081000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	8.82
8159210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67



ADDENDUM 2

INVITATION FOR BIDS

PDT-290-IFB-2016

SHOP ROAD EXTENSION
PHASE I

Richland County Government will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the authorized representative must be notified immediately.

AUTHORIZED REPRESENTATIVE	Dale Collier	TITLE	DATE
SIGNATURE	<i>Dale Collier</i>	Procurement Manager	September 9, 2016

TABLE OF CONTENTS			
Sections	Description	No. of Pages	Return with Submittal
	COVER PAGE	1	NO
	TABLE OF CONTENTS	1	YES
	ADDENDUM ACKNOWLEDGEMENT		
SECTION - A	CHANGES TO THE CONTRACT DOCUMENTS	1	NO
SECTION - B	QUESTIONS AND ANSWERS	3	NO
APPENDIX 1	ELECTRONIC BID FORM	NA	YES
APPENDIX 2	REVISED PLANS	3	NO
	<i>Returned sections will be incorporated with executed agreement</i>		

Acknowledgement of Addenda Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) sign and date of each)	Addenda #	Date	Signature	Date
	1	8/16/16		
	2	9/09/16		

Section – A

Changes to the Contract Documents

CHANGES TO THE CONTRACT DOCUMENTS

1. Reference is made to page 72 of the Project Manual. Replace this sheet with the attached sheet included (with highlighted changes) in Section A of this Addendum.
2. See attached responses to received Questions from contractors as provided in Section B of this Addendum.
3. The Final electronic Bid Form and Associated Worksheets have been uploaded to the project FTP site for access by bidders. See Appendix 1 and: <https://ftp.richlandpenny.com/public/folder/GlmC9IMpBkCo8CHErYSsGw/S hop%20Road%20Extension%20Phase%201>
4. See Revised Plan Sheets as included in Appendix 2 of this Addendum as follows:
 - a. Revised Plan Sheet 6
 - b. Revised Plan Sheet 7
 - c. Revised Plan Sheet TC1

Construction from station 94+00 to station 112+00 of SC 768 (Shop Road) and Shop Road Extension from station 106+00 to station 115+50 of SC 768 (Pineview Road) along with Entrances 1 and 2 shall be completed within 365 calendar days from the date of the Notice to Proceed. The work within these limits will be considered substantially complete after establishing final traffic patterns for all roadways. Reference sheets PM1 - PM2 and SN1 for permanent traffic flow patterns and roadway signage. The work shall also include a fully functional traffic signal, sheet TS1. See attached Supplemental Specification "SCDOT Traffic Signal Special Provision". The contractor shall place temporary and permanent cover within these areas and continue maintaining erosion control items until final project completion.

The Contractor will continue to maintain the permanent construction signs on Shop Road and Pineview Road and other required traffic control devices until final project completion, as directed by the RCE. The Contractor will be responsible for modifying the traffic control plan to accommodate the remainder of Shop Road Extension being closed to through traffic from station 112+00 to S-40-960 (Longwood Road). Any modifications to the traffic control devices or traffic control plan shall be covered under pay item 1071000 "Traffic Control" (LS).

The permanent Landscaping Plan, sheets L1 - L6, would be completed by the final project completion date. Shoulder closures and temporary lane closures from station 103+00 to station 112+00 would be allowed for the placement of the permanent landscaping. The Contractor would be responsible for submitting a traffic control plan to the RCE. The traffic control required to install the permanent landscaping shall be covered under pay item 1071000 "Traffic Control" (LS).

As the work in this area is being facilitated for economic development, a disincentive rate of \$5,000 per day will be assessed in the form of Liquidated Damages for work beyond ~~90 days from Notice to Proceed~~ measured by the day.

(99) **PROJECT ACCESS:**

The contractor will be allowed access to the site from SC 768 (Shop Road/Pineview Road) and S-40-1248 (Pineview Rd). The contractor is permitted to utilize these two corridors with no restrictions.

The contractor will be allowed access to the site from S-40-960 (Longwood Road). The contractor is permitted to utilize this corridor from SC 48 (Bluff Road) to the project site. Should damage occur to the roadway along this section, the contractor is not responsible for full depth patching, chip sealing, pavement markers, or pavement markings. Quantities have been included on the bid form for repairing the roadway as directed by the RCE. If the permanent roadway signage or shoulders are damaged, the contractor is responsible for replacing/correcting as directed by the RCE.

The contractor is not allowed to utilize S-40-960 (Longwood Road/Mill Creek Parkway) from Old Garners Ferry Road and US 378/US 76 (Garners Ferry Road) to the project site. If the contractor accesses the project site from US 378/US 76, the contractor would be responsible for correcting all damage to S-40-960 (Longwood Road/Mill Creek Parkway) and Old Garners Ferry Road. The correction could include full depth patching, resurfacing, low shoulder correction, and other associated items as noted by the RCE.

(100) **TRAFFIC SIGNAL INSTALLATION:**

See attached special provision for traffic signal construction at:

SC 768 (Shop Road/Pineview Road) at S-40-1248 (Pineview Road): Reconstruction of Existing Signal

See enclosed Special Provision for Traffic Signal Installation for detailed information concerning scope of work at this location.

Section – B

Questions and Answers

QUESTIONS AND ANSWERS

Q: Can we get an Excel worksheet for the schedule of values?

A: An excel worksheet is provided. The contractor is responsible for verifying the accuracy of the bid.

Q: On page 72 of the spec book, the paragraph before Section 99 states that there is a \$5000.00 per day disincentive rate for work beyond December 31, 2016. Is this date a mistake?

A: This date has been revised. The plans and special provisions were corrected to reference 365 days from Notice to Proceed.

Q: On sheet TC1, it shows the limits of where the construction has to be completed by 8-31-17. On the above referenced page of the spec book, it states that the work to this limit has a 365 day completion. Since the project doesn't bid until 9-14-16 and there will be a +/- 30 day lag for the contract to be executed, the completion time on sheet TC1 is wrong. Please clarify.

A: The plans were corrected to only reference 365 days from Notice to Proceed as stated in the Project Manual.

Q: On drawing 3F, Note 2 states that "A key trench will be required to be excavated to a minimum depth of 4 feet below existing grades. If additional unsuitable materials are encountered in the key trench, removal and replacement shall be directed by the engineer." Will there be additional compensation for this?

A: As noted in the special provision, no extra payment will be made for muck removal.

Q: The guardrail from Shop Road to Entrances 1 & 2 have pavement under it. The remaining guardrail from these two entrances to Longwood Road does not. Is that intentional or will all the guardrail have pavement under it?

A: Disregard the "Pave Under Guardrail" note. The plans were revised accordingly.

Q: Will all the RCP be Class III?

A: As shown in the plans and as specified in the project manual, all RCP shall be Class III or higher.

- Q: Paragraph 81 on page 63 of the spec book states that "For all exposed crossline pipe ends, when an end treatment is not specified in the plans, use Pipe Riprap Protection (804-3xx-xx). Does the riprap quantity in the schedule of values reflect this?
- A: No -- the riprap quantity on the schedule is the total of riprap called out on the plans.
- Q: Will we be able to set up a concrete plant on the site?
- A: A concrete plant will be allowed. Coordination with the County would be required for site location to not interfere with the site development for the new industry (China Jushi). SCDOT would be involved in the plant certification/approval.
- Q: How will the contractor be compensated for dewatering two feet below the pond subgrade?
- A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.
- Q: How will the contractor be compensated for removal of pond sediment?
- A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.
- Q: Please provide Section 01121: Diversion and care of streams. How will the contractor be compensated for this?
- A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.
- Q: Will you accept an alternate galvanized steel or aluminum for the fiberglass trash rack?
- A: Acceptable alternate materials can be used.
- Q: Does the cradle under the 72" PCCP extend the entire length?
- A: See Sheet 3F. The cradle is 66' in length, the pipe is 68' in length. The cradle extends the entire length of the pipe with the exception of the portion that is inside the concrete riser box wall, or above the box footing.

- Q: How much of the 72" outfall pipe is installed in a cradle?
A: See Sheet 3F. The cradle is 66' in length, the pipe is 68' in length. The cradle extends the entire length of the pipe with the exception of the portion that is inside the concrete riser box wall, or above the box footing.
- Q: Can the Concrete Cradle around the 72" outfall pipe be poured in 2 pours?
A: The cradle should be constructed in one pour.
- Q: Is there another source of certified SLBE's, the Richland County listing is extremely limited?
A: Richland County's approved list is the only available list.

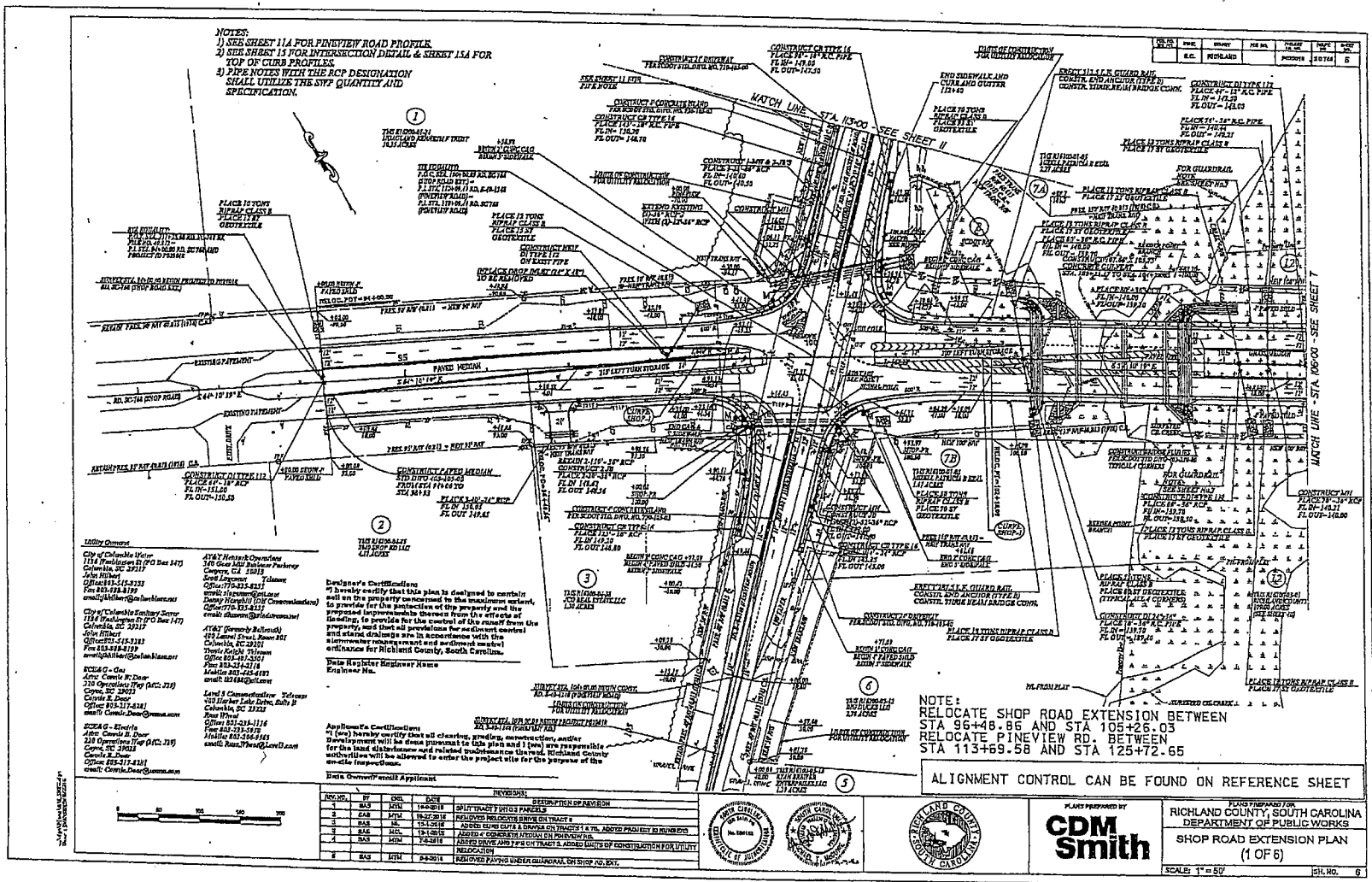
Appendix – 1

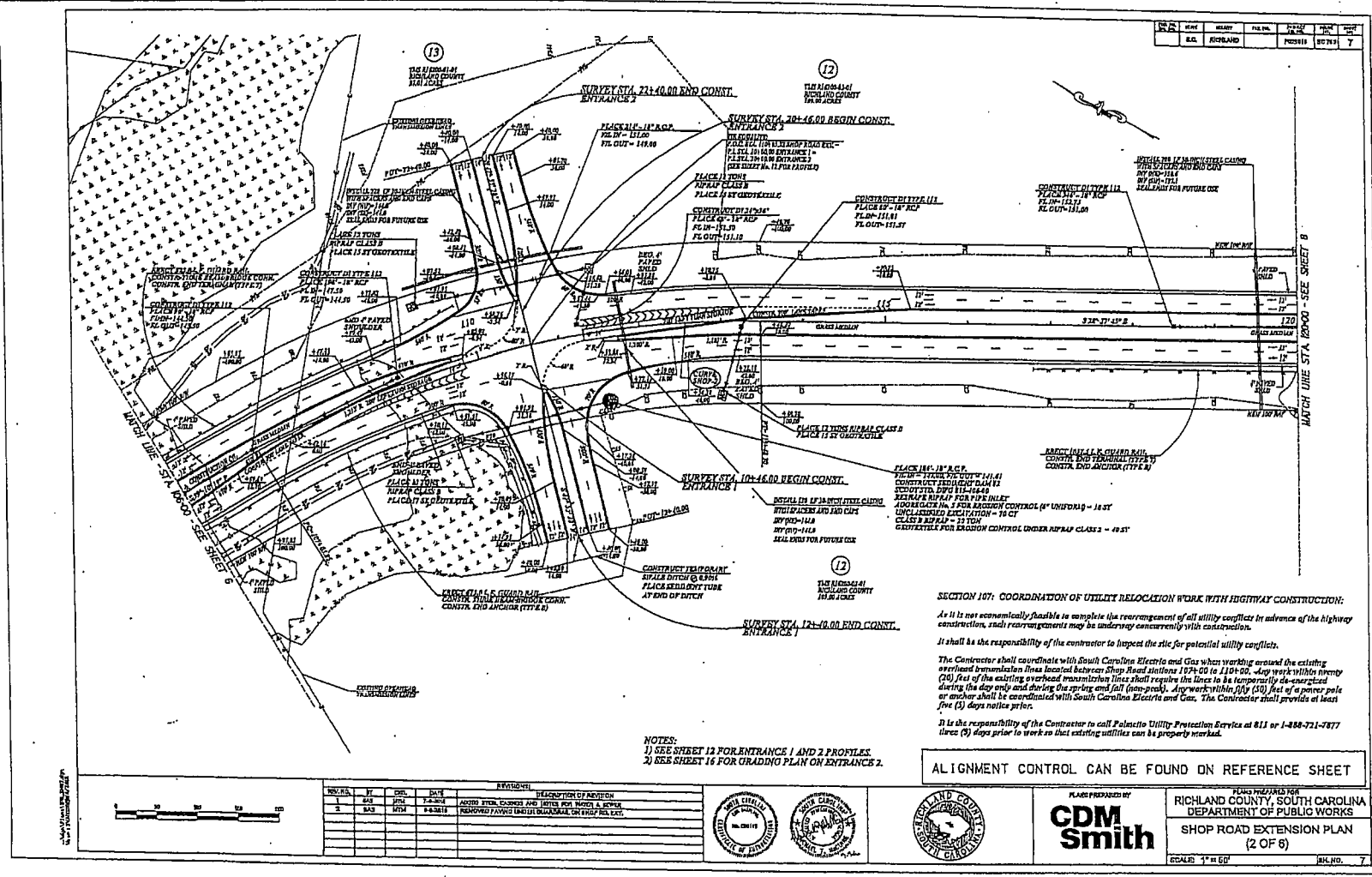
Shop Road Extension Electronic Bid
Form and Associated Worksheets
(See Richland Penny Website)

<https://ftp.richlandpenny.com/public/folder/GlmC9IMpBkCo8CHErYSsGw/Shop%20Road%20Extension%20Phase%201>

Appendix – 2

Revised Plans





NOTES:
 1) SEE SHEET 12 FOR ENTRANCE 1 AND 2 PROFILES.
 2) SEE SHEET 16 FOR GRADING PLAN ON ENTRANCE 2.

SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:
 As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, such rearrangement may be underway concurrently with construction.
 It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.
 The Contractor shall coordinate with South Carolina Electric and Gas when working around the existing overhead transmission lines located between Shop Road Station 12+06.00 to 12+06.00. Any work within twenty (20) feet of the existing overhead transmission lines shall require the lines to be temporarily de-energized during the day and during the spring and fall (non-peak). Any work within fifty (50) feet of a power pole or anchor shall be coordinated with South Carolina Electric and Gas. The Contractor shall provide at least five (5) days notice prior.
 It is the responsibility of the Contractor to call Palmetto Utility Protection Service at 811 or 1-800-721-4877 three (3) days prior to work so that existing utilities can be properly marked.

ALIGNMENT CONTROL CAN BE FOUND ON REFERENCE SHEET

REV.	DATE	BY	CHKD.	DESCRIPTION
1	8-28-77	WJM	WJM	AS BUILT
2	8-28-77	WJM	WJM	AS BUILT



CDM Smith

PLANS PREPARED FOR
 RICHLAND COUNTY, SOUTH CAROLINA
 DEPARTMENT OF PUBLIC WORKS
 SHOP ROAD EXTENSION PLAN
 (2 OF 6)
 SCALE: 1" = 60'
 SHEET NO. 7

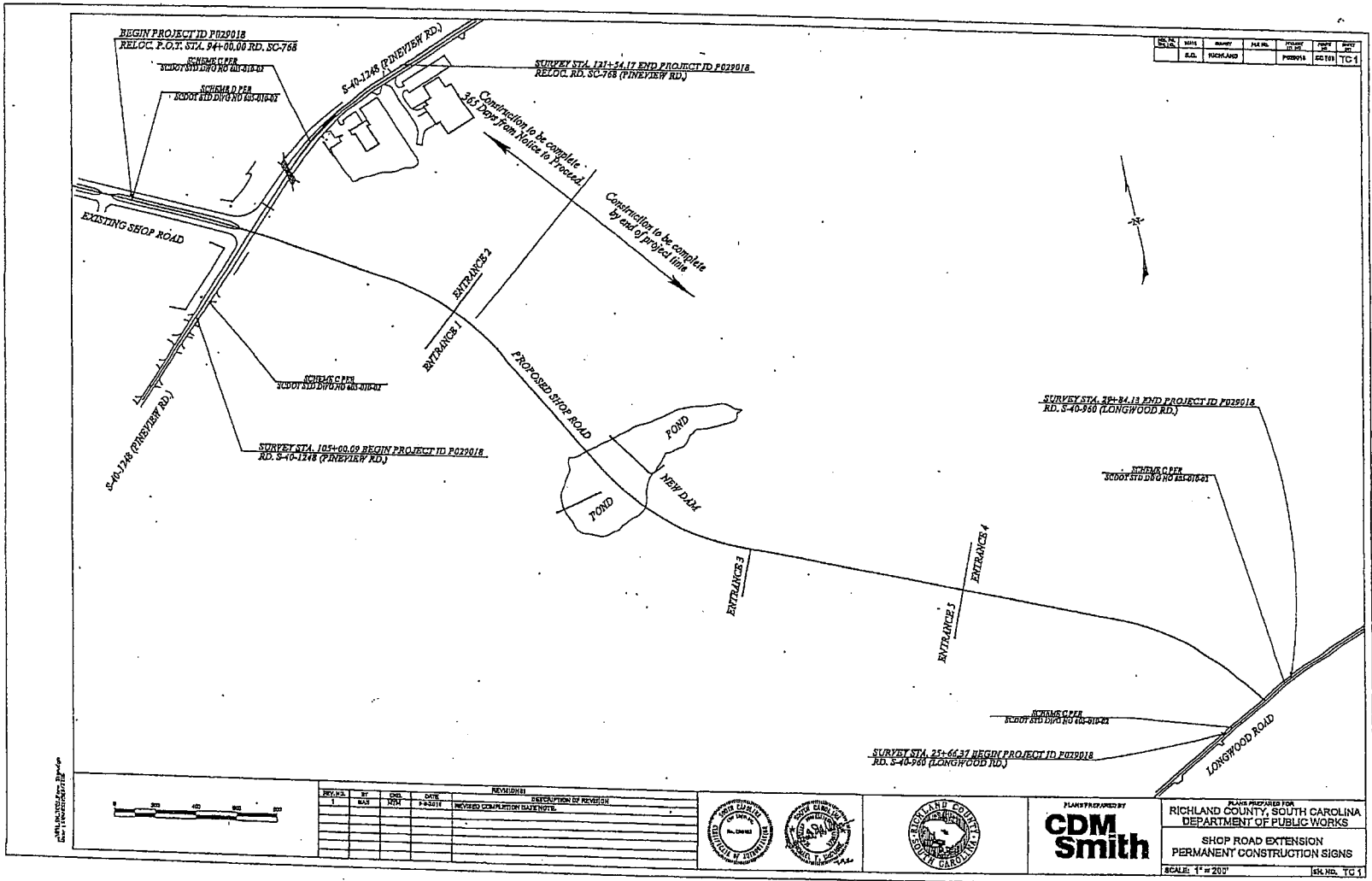


EXHIBIT 2

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

November 30, 2016

(via email and hand-delivery)
Larry Smith, Esq.
2020 Hampton Street, Ste. 4018
Columbia, South Carolina 29204
smithla@rcgov.us

Gerald Seals
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204
sealsg@rcgov.us

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Dear Gentlemen:

As I am sure you know, I represent Richardson Construction Company in regard to their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. I understand that this roadway is important to the progress of the planned China Jushi USA Corporation manufacturing facility so I expect that Richland County has a strong interest in having this matter resolved as quickly as possible so that work can begin.

What I want to summarize for you is the basis upon which Richland County should award this contract now to Richardson Construction. First of all, when the bids were opened on September 14, 2016, Richardson was the lowest of the three bidders. Of the three bidders, Richardson is the only one based in Richland County. To reiterate, the bid results were as follows:

Bidder	Bid total	
Richardson Construction	\$21,666,330.02	← lowest bid
C.R. Jackson, Inc.	\$22,788,344.33	
McClam & Associates, Inc.	\$24,539,282.95	

Richardson Construction's bid was \$1,122,014.31 lower than Jackson's bid and \$2,872,852.93 lower than McClam's bid. Put another way, McClam's bid was 13% higher than Richardson's bid. The fact that McClam's bid was almost \$3 million higher than Richardson's bid should be disqualifying for McClam.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
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An important goal of the Shop Road project was to have Disadvantaged Business Enterprise (DBE) and Small Local Business Enterprise (SLBE) participation at 7% and 4.37% respectively. The relative DBE/SLBE participation for Richardson, Jackson, and McClam is as follows:

Bidder	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
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Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%) Sub overlap unknown
McClam	\$1,791,367.66 (7.3%)	\$1,349,660.56 (5.5%)	\$1,791,367.66 Sub overlap

Two important comparisons can be made looking at this table. First, even though Jackson's bid exceeds Richardson's bid, Richardson has a higher percentage directed to the DBE/SLBE community. More importantly, Richardson's absolute dollar amount directed to the DBE/SLBE community is almost \$300,000 greater than Jackson.

The second comparison to make is between Richardson and McClam. It is my understanding that McClam identified the Taylor Brothers as their SLBE sub-contractor and as a DBE sub-contractor. The same \$1.3 million in work that Taylor Brothers would perform for McClam was used to satisfy McClam's DBE and SLBE goals. Put another way, McClam's \$1.8 million for the DBE goal includes the \$1.3 million for the SLBE goal. Thus, McClam's bid would only direct \$1.8 million to the DBE/SLBE community. This is \$1 million less than the \$2.9 million that Richardson would direct to the DBE/SLBE community.

Not only is Richardson's bid the lowest, but Richardson's bid would have the greatest benefit for the DBE/SLBE community of the three bidders.

Considering these facts, it would seem that the analysis would stop there and the contract would be awarded to Richardson. However, the PDT identified two technicalities in Richardson's bid that have been corrected.

The first was a scrivener's error on the SLBE certification. Richardson inadvertently submitted an earlier internal draft of the SLBE certification that listed LAD, Inc. as the sub-contractor for SLBE purposes although LAD, Inc. is not on the SLBE directory. A representative of the PDT called Richardson about this the day after bid opening and at the same time scheduled a meeting for Richardson to come in and meet with PDT representatives. That meeting was held on September 19 or 20, 2016. At that meeting, Richardson explained the scrivener's error and provided the PDT representatives with its quote from Sharpe Contracting Services, LLC, dated September 13, 2016. The total amount of the quote—\$1,187,634.00—is the amount that is shown on Richardson's SLBE certification. Richardson provided Sharpe's quote (which was obtained pre-bid) and contact information to the PDT to document that Sharpe was the proper SLBE contractor that had been contacted prior to bidding.

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Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Further underscoring the point that this is a correctable technicality is the fact that if the County had accepted Richardson's bid it, thereafter, could have required Richardson to replace LAD, Inc. with an approved SLBE sub-contractor. In that case, Richardson would have to comply or forfeit its 10% bond and the County would collect the \$2.1 million forfeiture. In normal circumstances where a public entity has finite funds, which is the case here, that entity will do whatever is not prejudicial to the county or to fair competition to accept the most competitive price, including requiring replacement of contractors or other changes after awarding the contract. To not award the contract to Richardson—which provides the best value to the County and the community by far—on the basis of a scrivener's error that has been corrected appears to create a problem where one need not exist. This is because the County has an economical price in Richardson's bid and the power needed to make Richardson honor that price.

The second technicality is that Richardson did not attach the utility relocation worksheets to its bid. After learning about this, I provided those worksheets to the Richland County attorney via email and mail. Not including the utility relocation worksheets was a minor technicality that had no effect on the work to be done or the total amount of the bid. This was a minor technicality because when preparing the bid, as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

Furthermore, as I have explained before, it was not entirely clear from the bid documents, amendments, and my client's recollection of the pre-bid meeting that those worksheets were even required to be submitted with the bid. After bid opening, my client was in contact with the PDT concerning the correction for their SLBE sub-contractor, at which time it would have been appropriate for the issue of the worksheets to have been raised so it could have been corrected. My client contacted the PDT numerous other times following bid opening to confirm there was nothing else they needed, and no one ever mentioned anything about the worksheets. The only time that issue was ever raised was in Dale Collier's letter to Rob Perry, dated October 11, 2016.

Correcting the name of Richardson's SLBE sub-contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. These two points do not create a genuine basis for deeming Richardson's bid as anything other than responsive; to do so seems illogical and contrary to the County's best interest.

As set forth above, the County would have the power to make Richardson comply with any of the particular terms of the contract after it is awarded. Nevertheless, Richardson has already materially complied with the specifications of the invitation to bid and should be deemed the lowest responsive and responsible bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

Larry Smith, Esq.
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The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million less than Jackson and almost \$3 million less than McClam, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications because the two corrections made to the bid did not affect the price, quality, quantity, or performance of the contract.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

It is in the best interest of the County to award the contract now to Richardson because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community.

It is my understanding that one option Richland County is considering is to re-bid the contract. There is no basis for the County to re-bid this contract. I understand the County's desire to have its procurement processes perceived as without impropriety, particularly in light of recent negative media reports. However, in this case, there can be no questioning the County's motives or process in awarding the contract to Richardson. The County Code and bid document specifically authorize the County to permit Richardson to correct the two minor technical irregularities in its bid. Richardson's bid provides the best value to the taxpayers of Richland County and the greatest benefit to the DBE/SLBE community, a very important goal of

Larry Smith, Esq.
Gerald Seals
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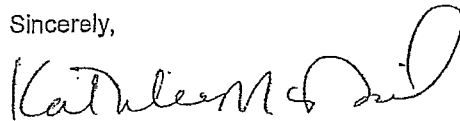
the County's procurement process. There is absolutely no basis for the procurement director to refuse all bids and re-bid this contract and doing so would not serve the public interest.

Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. The County can and should award the contract to Richardson now. Considering that Richardson is by far the lowest bidder, directing the greatest opportunity to the DBE/SLBE community, and any technicalities with its bid have been addressed, it is baffling to me why this has not been done already.

I certainly appreciate your consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

Sincerely,



Kathleen McDaniel

cc: Ned Nicholson, Esq.
Joseph Richardson

EXHIBIT 3

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2061
Fax: (803) 576-2136

MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation
Christy Swofford, Assistant Director of Procurement

RE: Shop Road Extension Phase I Project

DATE: December 2, 2016

Recommendation is for award to McClam & Associates, Inc. in the amount of \$24,539,282.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30 which brings total contract authorization to \$26,993,211.25. It is additionally recommended to authorize 5% of the low bid for utility relocations which equates to \$1,226,964.15

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

Handwritten signature of Rob Perry.

Rob Perry
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

Handwritten signature of Christy Swofford.

Christy Swofford
Assistant Director of Procurement



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

COUNCIL MEMORANDUM 11-3

To: Council Members
From: Gerald Seals, Interim County Administrators
Date: December 2, 2016
Subject: Rescinding Council Memorandum 10-4

Purpose:

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

Background:

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for to the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction.
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

Corrective Actions:

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

In the Spirit of Excellence,

Gerald Seals

EXHIBIT 4

Kathleen McDaniel

From: Kathleen McDaniel
Sent: Saturday, December 03, 2016 2:09 PM
To: 'malinowski@rcgov.us'; 'jdickerson@rcgov.us'; 'jeterd@rcgov.us'; 'livingstonp@rcgov.us'; 'sethrose@rcgov.us'; 'gpearce@rcgov.us'; 'rusht@rcgov.us'; 'manningjim@rcgov.us'; 'dixonj@rcgov.us'; 'dmyers@rcgov.us'; 'jacksonn@rcgov.us'
Cc: nnicholson@mcnair.net; sealsg@rcgov.us; smithla@rcgov.us
Subject: Shop Road Extension Phase I Construction
Attachments: KMM to Smith and Seals (11-30-16).pdf; Sharpe quote.pdf

Dear Councilmembers,

I represent Richardson Construction Company. On September 14, 2016, Richardson Construction Company, along with two other companies, submitted bids for the Shop Road Extension Phase I Construction contract.

The PDT originally recommended that this contract be awarded to C.R. Jackson after permitting negotiations with Taylor Brothers so that Jackson could meet the bid requirements. However, per the letter included in your agenda packet for your December 6, 2016 meeting, County staff are recommending that you award the contract to McClam & Associates.

As set forth in the attached correspondence that I sent to Mr. Gerald Seals, interim County administrator, such a decision would not be in the best interest of the County. Instead, the council should award the contract to Richardson Construction. Based upon the limited information we have at this time, it appears that McClam's bid is almost **\$3 MILLION more** than Richardson's bid while at the same time contributing almost **\$1 MILLION less** to the DBE/SLBE community. Furthermore, more than 70% of the money that McClam would contribute to the DBE/SLBE community would go to a single contractor—Taylor Brothers. That is the same company that was worked with after the bids were opened, leading to a recommendation of Jackson for the contract award.

The only reason Mr. Seals gives for finding that Richardson's bid was non-responsive was an error on the SLBE form. Richardson does not deny that it filled in the SLBE contractor form with the wrong contractor name and the address of a different contractor. However, after meeting with the PDT and providing the attached quote from Sharpe's Contracting Services, Richardson thought that the PDT understood that Richardson had inadvertently filled in the wrong name. The actual quote from Sharpe's Contracting Services that Richardson used for the SLBE dollar amount is attached. Sharpe's Contracting is a recognized SLBE entity.

Such an error did not affect the amount of the bid or the quality of the work to be done. Pursuant to Richland County Code § 2-608(e), the contract should be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." The County's reservation of rights within the bid manual to correct technicalities is consistent with the requirement of "material compliance" rather than inconsistent as posited by Mr. Seals. Relinquishing the County's authority on this point could tie the County's hands in future procurement matters. The County is well within its authority to permit Richardson to make the correction at issue as Richardson's bid did comply materially. Corrections to bids are commonly made, particularly, as in this case, when they have no effect on the price, timeline, or quality of work and will work to the "greatest economy for the taxpayer" as required by Richland County Code § 2-598 (A).

The Penny Tax program has already dealt with so much negative attention that it is difficult for me to understand why the County would refuse to assert its authority to permit Richardson to make this correction and cause the County to overpay \$3 MILLION of Penny Tax money for this work to be done.

I appreciate your consideration of these points in your deliberations on Tuesday evening.

Sincerely,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

P: 803.404.6900 **F:** 803.404.6901

Email:

KathleenMcDaniel@callisontighe.com

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Blythewood, SC

Sharpe's Contracting Services LLC

Post Office Box 27

Blythewood SC, 29016

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www.sharpecontractingservices.com

PROPOSAL (9/13/2016)

CUSTOMER NAME: RICHARDSON CONSTRUCTION COMPANY

LOCATION: SHOP ROAD EXTENSION

SCOPE OF SERVICES: See below

1. We propose to perform the following portions of the new dam construction:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
Sub Total New Dam Construction:					\$ 338,500.00

2. We propose to perform the following erosion control work:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Ra	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

November 30, 2016

(via email and hand-delivery)

Larry Smith, Esq.
2020 Hampton Street, Ste. 4018
Columbia, South Carolina 29204
smithla@rcgov.us

Gerald Seals
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204
sealsg@rcgov.us

**Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012**

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Larry Smith, Esq.
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Not only is Richardson's bid the lowest, but Richardson's bid would have the greatest benefit for the DBE/SLBE community of the three bidders.

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Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Further underscoring the point that this is a correctable technicality is the fact that if the County had accepted Richardson's bid it, thereafter, could have required Richardson to replace LAD, Inc. with an approved SLBE sub-contractor. In that case, Richardson would have to comply or forfeit its 10% bond and the County would collect the \$2.1 million forfeiture. In normal circumstances where a public entity has finite funds, which is the case here, that entity will do whatever is not prejudicial to the county or to fair competition to accept the most competitive price, including requiring replacement of contractors or other changes after awarding the contract. To not award the contract to Richardson—which provides the best value to the County and the community by far—on the basis of a scrivener's error that has been corrected appears to create a problem where one need not exist. This is because the County has an economical price in Richardson's bid and the power needed to make Richardson honor that price.

The second technicality is that Richardson did not attach the utility relocation worksheets to its bid. After learning about this, I provided those worksheets to the Richland County attorney via email and mail. Not including the utility relocation worksheets was a minor technicality that had no effect on the work to be done or the total amount of the bid. This was a minor technicality because when preparing the bid, as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

Furthermore, as I have explained before, it was not entirely clear from the bid documents, amendments, and my client's recollection of the pre-bid meeting that those worksheets were even required to be submitted with the bid. After bid opening, my client was in contact with the PDT concerning the correction for their SLBE sub-contractor, at which time it would have been appropriate for the issue of the worksheets to have been raised so it could have been corrected. My client contacted the PDT numerous other times following bid opening to confirm there was nothing else they needed, and no one ever mentioned anything about the worksheets. The only time that issue was ever raised was in Dale Collier's letter to Rob Perry, dated October 11, 2016.

Correcting the name of Richardson's SLBE sub-contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. These two points do not create a genuine basis for deeming Richardson's bid as anything other than responsive; to do so seems illogical and contrary to the County's best interest.

As set forth above, the County would have the power to make Richardson comply with any of the particular terms of the contract after it is awarded. Nevertheless, Richardson has already materially complied with the specifications of the invitation to bid and should be deemed the lowest responsive and responsible bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 4

The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million less than Jackson and almost \$3 million less than McClam, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications because the two corrections made to the bid did not affect the price, quality, quantity, or performance of the contract.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

It is in the best interest of the County to award the contract now to Richardson because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community.

It is my understanding that one option Richland County is considering is to re-bid the contract. There is no basis for the County to re-bid this contract. I understand the County's desire to have its procurement processes perceived as without impropriety, particularly in light of recent negative media reports. However, in this case, there can be no questioning the County's motives or process in awarding the contract to Richardson. The County Code and bid document specifically authorize the County to permit Richardson to correct the two minor technical irregularities in its bid. Richardson's bid provides the best value to the taxpayers of Richland County and the greatest benefit to the DBE/SLBE community, a very important goal of

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 5

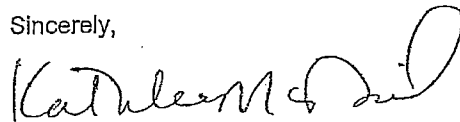
the County's procurement process. There is absolutely no basis for the procurement director to refuse all bids and re-bid this contract and doing so would not serve the public interest.

Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. The County can and should award the contract to Richardson now. Considering that Richardson is by far the lowest bidder, directing the greatest opportunity to the DBE/SLBE community, and any technicalities with its bid have been addressed, it is baffling to me why this has not been done already.

I certainly appreciate your consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read 'Kathleen McDaniel', with a stylized flourish at the end.

Kathleen McDaniel

cc: Ned Nicholson, Esq.
Joseph Richardson

Exhibit 5



STATEMENT OF INTENT TO AWARD

Solicitation: PDT-290-IFB-2016
Advertisement Date: July 20, 2016
Bid Opening Date: September 14, 2016
Description: Shop Road Extension Phase 1
Awarded To: McClam & Associates, Inc.
Contract Amount: \$24,539,282.95
Date of Award: December 7, 2016

Richland County intends to award the above referenced Contract effective 10:00 A.M. on December 18, 2016. This is a statement of intent to award a Contract and becomes the official statement of award unless otherwise suspended or canceled.

Contractor is cautioned not to begin work on the Contract or incur any costs associated with the Contract prior to the effective date of the contract. Richland County assumes no liability for the expenses incurred by the Contractor prior to the effective date of the Contract.

Intent to Award issued by:
Richland PDT
201 Arbor Lake Drive
Columbia, SC 29223

A handwritten signature in cursive script, appearing to read "Dale Collier".

Dale Collier, Procurement Manager

Contract Number: PDT-290-CN-2016
Contract Period: The project shall be substantially complete by September 16, 2018 from the issuance of a Notice to Proceed.

Dale Collier
Richland PDT Representative
Richland Penny Procurement Director

Cc: Janet Jones, Richland PDT

Exhibit 6

Kathleen McDaniel

From: Amber Asouzu <ASOUZUA@rcgov.us> on behalf of Ombudsman
<ombudsman@rcgov.us>
Sent: Wednesday, December 14, 2016 12:39 PM
To: Kathleen McDaniel
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for contacting the Ombudsman's Office. The Richland County Information Technology Department has indicated the following: *"Estimated charges for IT staff time to search phone logs, email messages, and text messages responsive to this FOI will be \$250. This includes 5hrs of staff time charged at the hourly rate of the lowest paid IT employee capable of performing the work. IT has access to email, phone records, and text messages for County employees only. Access to email and phone records can begin immediately upon approval of charges, however, the time it will take to get access to cell phones in order to search for text messages responsive to this FOI will be based on how long it takes to gain possession of the cell phones. Best efforts to accomplish this in a timely manner will be made."*

Please feel free to contact our office if we may be of further assistance.

In the spirit of excellence,

Amber A. Asouzu

Amber A. Asouzu
Citizen Response Representative
2020 Hampton Street, Suite 3061
Columbia SC, 29204
Phone: (803) 929-6000
Fax: (803) 929-6009 email: ombudsman@rcgov.us

"Kind words can be short and easy to speak, but their echoes are truly endless." ~Mother Teresa

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From: Kathleen McDaniel [mailto:KathleenMcDaniel@callisontighe.com]
Sent: Wednesday, December 14, 2016 12:27 PM
To: Ombudsman
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Ms. Asouzu,

Thanks for calling me just now to discuss my request. Could you forward me the email from IT with the explanation for the \$250 fee?

Thanks,

Kathleen

From: Kathleen McDaniel
Sent: Wednesday, December 14, 2016 12:10 PM
To: 'Ombudsman'
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Ms. Asouzu,

Thank you for getting back to me on this request. I have a few questions. First, does the \$250 include the items requested in my FOIA request from November 28, 2016? That request is attached here and specifically sought all bid submissions, supplemental submissions, and corrections submitted by C.R. Jackson, Inc. and McClam & Associates, Inc. in response to the invitation to bid for the Shop Road Phase 1 Extension project. There should not be any search fee associated with those items because I would expect that they are maintained in a single file or location. I sent an associate to the Richland County Procurement Office to obtain those documents last week, and he was directed to the Penny Tax PDT office, where he was told he could not have those documents at that time. Nevertheless, I would think all of the bid documents are in a single easily accessible location which is probably the PDT office and would not require any search time whatsoever. I would like to obtain those items as soon as possible. Please let me know when I can pick up copies of those items.

As to the remaining items and the associated search cost, could you provide me with an explanation of what the search will entail and how the amount of \$250 was reached? I expect my client will pay this in advance if required; however, I need to be able to explain the cost. At this point, I am unsure what exactly we would be paying for.

Thank you,
Kathleen McDaniel

CALLISON  **TIGHE**

Kathleen McDaniel
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

P: 803.404.6900 **F:** 803.404.6901

Email:

KathleenMcDaniel@callisontighe.com

Columbia, SC 29202-1390

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From: Amber Asouzu [<mailto:ASOUZUA@rcgov.us>] **On Behalf Of** Ombudsman
Sent: Wednesday, December 14, 2016 11:56 AM
To: Kathleen McDaniel
Subject: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for the Freedom of Information Act request you submitted to the Richland County Information Technology Department, Transportation Department and Procurement Department on **December 6, 2016**.

As indicated in the correspondence sent to you on **December 6, 2016**, regarding a Freedom of Information Act request, § 30-4-30(b) of the South Carolina Code of laws authorizes a public body to "establish and collect fees not to exceed the actual cost of searching for or making copies of records." Accordingly, you will be required to pay a per hour fee for the search for documents requested and pay a per copy fee for copying such records if such records are available. The Richland County Information Technology Department has determined it will cost approximately **\$250.00** to search for documents responsive to your request and is requiring payment be made before the search is conducted. Additionally, a copying fee may be assessed if any documents are retrieved. If the search produces documents, we will notify you of the full copying fee and payment will be required prior to making all non-exempt documents available to you.

If you decide to proceed with your request, as written or as amended, please send an advance payment of **\$250.00** by check payable to "Richland County" to the Richland County Ombudsman's Office at 2020 Hampton Street, Suite 3061, Columbia, SC 29204. Upon receipt of the advance payment, we will proceed with processing your request.

In the spirit of excellence,

Amber A. Asouzu

Amber A. Asouzu
Citizen Response Representative
2020 Hampton Street, Suite 3061
Columbia SC, 29204
Phone: (803) 929-6000
Fax: (803) 929-6009 email: ombudsman@rcgov.us

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From: Stephanie Bush **On Behalf Of** Ombudsman
Sent: Tuesday, December 06, 2016 12:37 PM
To: 'Kathleen McDaniel'
Subject: RE: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for contacting the Ombudsman's Office. Your request for information pursuant to the Freedom of Information Act, S.C. Code § 30-4-10 et. seq., was received on December 6, 2016 and forwarded to the Richland County Transportation Department and Procurement Department for review. Please be advised that, regarding a Freedom of Information Act request, § 30-4-30(b) of the South Carolina Code of laws authorizes a public body to "establish and collect fees not to exceed the actual cost of searching for or making copies of records." Prior to providing pertinent documentation, we will notify you of any fees associated with your request.

Please feel free to contact our office if we may be of further assistance.

In the spirit of excellence,

Stephanie A. Bush
Stephanie A. Bush
Senior Citizen Response Representative
Richland County Ombudsman's Office
2020 Hampton Street, Suite 3061
Columbia, SC 29204
Phone: (803)929-6000
Fax: (803)929-6009
TDD: (803) 576-2045
email: ombudsman@rcgov.us

"Serve your neighbors as you would be served yourself." -Japanese Proverb

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From: Kathleen McDaniel [<mailto:KathleenMcDaniel@callisontighe.com>]
Sent: Tuesday, December 06, 2016 11:45 AM
To: Ombudsman
Cc: GERALD SEALS; LARRY SMITH; nnicholson@mcnair.net; jrichardson@richdirt.com
Subject: FOIA request-Shop Road Extension Phase 1 Construction

Dear Ombudsman,

Please see the attached correspondence with a FOIA request for Richland County. I previously made a request for the first item on the list last Monday, November 28, 2016, and it is my understanding that County staff are working on preparing a response. The remaining items are new requests.

Thank you,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

P: 803.404.6900 **F:** 803.404.6901
Email:
KathleenMcDaniel@callisontighe.com

Columbia, SC 29202-1390

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Exhibit 8

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Richardson Construction Company, Inc.,	)	C/A No. _____
	)	
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT OF ROBERT M. RICHARDSON
	)	
Richland County, a political subdivision,	)	
and McClam & Associates, Inc.,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED before me, Robert M. Richardson, who being first duly sworn, testifies that:

1. My name is Robert M. Richardson. I am a resident of South Carolina.
2. I am over 18 years old.
3. I have personal knowledge of the truth of the facts stated herein.
4. I am the General Manager and President of Richardson Construction Company of Columbia, SC, Inc. (RCC).
5. Phase 1A of the Shop Road Extension projects consists of work on Pineview Road and the Western-most 1,500 linear feet of the Shop Road Extension that is required to be completed by October 2017 to service the Jushi Plastics Manufacturing Plant.
6. Phase 1B consists of the balance of the Roadwork and Utility Work to connect the Shop Road Extension to Longwood Road.
7. RCC prepared its bid and schedule for the Shop Road Extensions Phase 1A assuming that the majority of the construction of Phase 1A of the Roadway Extension would take place between March and October 2017 to meet the completion deadline of Fall 2017.
8. Because the bid letting took place in September 2016, and with the winter months commencing very soon thereafter, RCC planned to perform our heavy construction activities in the Spring, Summer and Fall of 2017.
9. RCC has planned to accomplish layout, clearing, and erosion control measures during the Winter.
10. RCC has planned to perform earthmoving and road construction in the Spring and Summer.

11. RCC and its team of subcontractors have reserved the manpower and equipment required to perform the work for the Phase 1A Roadway Construction in approximately eight (8) months.

12. RCC remains ready, willing, and able to do so starting within one week of award of the contract.

13. The major items of work required to complete Phase 1A consist of the following:

- a. Layout, Erosion Control Measures, Clearing, Grading and fill of 1,500 linear feet of the roadway.
- b. Furnish and Install the bottomless arch culvert bridge.
- c. Furnish and Install 1,200 linear feet of various sized piping.
- d. Provide paving, guardrail, and striping for 1,500 linear feet of roadway.
- e. Paving work in the quantity of approximately 11,000 square yards.

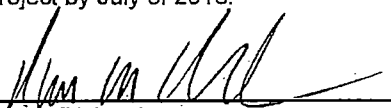
14. The remainder of the work involved in the project, Phase 1B, includes the Roadwork and Utility Work to complete the Shop Road Extension and the Longwood Road and improvement to Longwood Road.

15. We planned for work on the Phase 1B portion of the project to progress concurrently with Phase 1A.

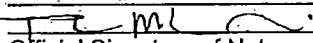
16. We have planned to utilize additional crews to perform the Phase 1B work.

17. We have planned that when Phase 1A work would be complete, we would combine the efforts of our entire Shop Road Extension workforce to complete the balance of the project ahead of schedule.

18. We have planned to complete the entire project by July of 2018.


Robert M. Richardson

Sworn to and subscribed before me this 14th day of
December, 20 16.


Official Signature of Notary
(Official Seal)

Thomas M. Larkin, Notary Public
My commission expires: 8/3/2026

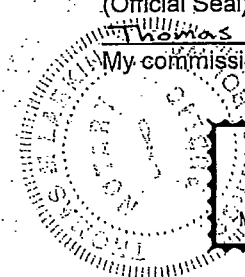

THOMAS M LARKIN
Notary Public
South Carolina
My Comm. Expires August 3, 2026

Exhibit 9

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JACOBS/BEERS YORK, a joint venture

Plaintiff,

v.

THE SCHOOL DISTRICT OF
GREENVILLE COUNTY, SOUTH
CAROLINA, a body politic organized
and existing under the law of
South Carolina

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2000-CP-23-5375

SEP 23 P 1:47

(Ed)

CLERK OF COURT
F. J. HILL JR. S.J.
P.O. BOX 10000
GREENVILLE, SC 29602

TEMPORARY RESTRAINING
ORDER AND TEMPORARY
INJUNCTION

ENTERED COMPUTER

This matter comes before the Court pursuant to Plaintiff's Motion for Temporary Restraining Order and Temporary Injunction, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, on the grounds that Jacobs/Beers York ("Jacobs/Beers") would suffer irreparable harm unless the School District of Greenville County, South Carolina ("School District") was enjoined from (1) closing the award protest period in which Jacobs/Beers, and other offerors, may file protests to the School District's Intent to Award the contract for RFP Number 299-83-9-2, until fifteen (15) days following the date which the School District provides the proposed contract referenced in the School District's Intent to Award to Jacobs/Beers and other offerors; and, (2) awarding the contract as contemplated by the School District's Intent to Award until such time as Jacobs/Beers', and other offerors', protests can be filed and heard in accordance with the School District's Procurement Code. For the reasons stated herein, Plaintiff's motion is granted.

This case arises out of the School District's procurement of construction services for the School District's Long Range Facilities Plan. On September 11, 2000, the School District posted

[Handwritten signature]

Ades will never copy on. Defendant

an Intent to Award, stating that the School District intended to award a contract for these construction services to Institutional Resources, L.L.C. The School District's Intent to Award stated that the contract would be awarded to Institutional Resources effective sixteen (16) days from the date that the Intent to Award was posted.

The School District's Procurement Code ("Procurement Code") provides for a process whereby other bidders, or offerors, may protest the award of a proposed contract. The Procurement Code provides that "[a]ny . . . offeror . . . who is aggrieved in connection with the intended award or award of a contract shall protest to the Purchasing Agent . . . within fifteen days of the date notification of award is posted. . . ." (Procurement Code, p. 42, ¶ A. 1.) The Procurement Code also provides that any such protest must set forth the grounds of the protest, and the relief requested, in sufficient detail to provide notice of the issues to be decided. (Procurement Code, p. 43, ¶ A. 2.) The Procurement Code's award protest procedure provides the sole remedies and rights available to an aggrieved bidder to the exclusion of any other claims, at common law or otherwise, against the School District. (Procurement Code, p. 42, ¶ A. 1.)

Upon the posting of the Intent to Award, Jacobs/Beers, an offeror for the work, immediately began preparing its award protest pursuant to the provisions of the Procurement Code. Jacobs/Beers asserted that, to comply with the Procurement Code regarding protests, Jacobs/Beers needed a copy of the proposed contract between the School District and Institutional Resources, L.L.C. Jacobs/Beers submitted a formal request to the School District, pursuant to the South Carolina Freedom of Information Act ("FOIA"), for copies of the proposed contract. Jacobs/Beers then filed this action on September 25, 2000 after the School District refused to provide Jacobs/Beers with copies of the requested documents. Jacobs/Beers' Summons, Verified Complaint and Motion for

Temporary Restraining Order/Temporary Injunction were served upon the School District on September 26, 2000 at 8:51 a.m. as evidenced by the Affidavit of Service filed with the Clerk of Court.

This Court granted Jacobs/Beers an expedited hearing on September 26, 2000, the last day of the protest period as provided in the Procurement Code. At this hearing, the Court received oral arguments from Jacobs/Beers and the School District, as well as testimony from Mack Woods, the President of Beers/York Construction Company, Inc., and Oby Lyles, the School District's Executive Director for Communications. Institutional Resources also appeared before the Court and asked to intervene or alternatively to address the Court as amicus. The Court did not grant Institutional Resources' requests, but allowed Institutional Resources to assert arguments. The Court also received into evidence, without objection, copies of a transcript of the Minutes of the September 8, 2000 Special Called Meeting of the School District Trustees, and the Affidavits of Mack Woods and L. Franklin Elmore.

FINDINGS OF FACT

Based upon the testimony and evidence presented to the Court, the Court finds that:

1. The School District issued the Notice of Intent to Award the contract for RFP 299-83-9-2 to Institutional Resources on September 11, 2000.
2. It is clear from the review of the transcript of the September 8, 2000 Special Called Meeting of the Board of Trustees that the Board of Trustees considered the contract negotiations with Institutional Resources to be complete when the Board voted to issue the Notice of Intent to Award.
3. The Procurement Code award protest provisions provide the sole remedy to an aggrieved bidder against the School District.
4. Jacobs/Beers intends to protest the contract award pursuant to the Provisions of the Procurement Code. The failure of the School District to provide a copy of the

proposed contract between Institutional Resources and the School District deprives Jacobs/Beers of the ability to set forth all the grounds for its protest as required by the Procurement Code.

5. Jacobs/Beers submitted a FOIA request to the School District on September, 11, 2000, requesting a copy of the proposed contract between the School District and Institutional Resources.
6. Mr. Oby Lyles orally denied Jacobs/Beers FOIA request on September 19, 2000. At the time that Mr. Lyles denied Jacobs/Beers FOIA request, Mr. Lyles did not assert that the proposed contract was privileged, confidential or proprietary information as set forth in the School District's Request for Proposal or Procurement Code.
7. The School District, through Mr. Lyles, did not assert, in denying Jacobs/Beers FOIA request, that the materials were exempted under S.C. Code Ann. § 30-4-40 (Law. Co-op 1999).
8. The School District intends to make a summary of the proposed contract between Institutional Resources and the School District available to the public the day after the award protest period expires.

CONCLUSIONS OF LAW

The School District's actions have caused Jacobs/Beers irreparable injury because the School District's refusal to provide a copy of the proposed contract to Jacobs/Beers is fundamentally unfair and deprives Jacobs/Beers of due process by not allowing Jacobs/Beers to file a meaningful bid protest, setting forth fully the grounds in detail, as required by the Procurement Code.

The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner. Due process does not mandate any particular form of procedure. Instead, due process is a flexible concept, and the requirements of due process in a particular case are dependant upon the importance of the interest involved and the circumstances under which the deprivation may occur.

South Carolina Nat'l Bank v. Central Carolina Livestock Market, Inc., 345 S.E.2d 485 (S.C. 1986)(internal citations and quotations omitted). As an offeror, Jacobs/Beers has a protected interest in protesting the award as provided in the School District's Procurement Code. This interest is

JAP

important because the protest process is Jacobs/Beers' sole remedy against the School District. If the School District is allowed to withhold the proposed contract between the School District and Institutional Resources until after the bid protest time expires, Jacobs/Beers will be denied the ability to identify and evaluate all potential grounds upon which Jacobs/Beers may protest the intended contract award. The School District's refusal to provide Jacobs/Beers with a copy of the proposed contract between the School District and Institutional Resources clearly deprives Jacobs/Beers of the information it needs to avail itself of, and comply with, the Procurement Code's protest procedures. By denying Jacobs/Beers access to the required documents, the School District is depriving Jacobs/Beers the opportunity for its protest to be heard at a meaningful time and in a meaningful manner. The School District's refusal to provide a copy of the proposed contract is a denial of Jacobs/Beers' right to due process under the South Carolina and United States Constitutions.

The balance of equities also dictates that the School District must provide a copy of the proposed contract to Jacobs/Beers. The decision to issue injunctive relief must be based upon a balancing of the equities. Smith v. Phillips, 458 S.E.2d 427 (S.C. 1995) See Kneale v. Bonds, 452 S.E.2d 840 (S.C. Ct. App. 1994).

Here, Jacobs/Beers stands to suffer a loss of its right to protest the contract award at a meaningful time and in a meaningful manner. The School District, on the other hand, stands to suffer only a brief suspension of the protest process. Further, since the evidence indicates that the School District had already completed contract negotiations with Institutional Resources at the time it issued the notice of Intent to Award. Neither the School District, nor Institutional Resources will be prejudiced by the disclosure of the proposed contract. In light of the relative harms and

JAP

Jacobs/Beers' rapid response to the School District's Intent to Award, equity favors the issuance of an injunction.

The public's interest in competitive procurement of public facilities will also be promoted by the issuance of injunctive relief. "[A]n injunction and declaratory judgment are the only adequate means of protecting the public interest, the integrity of the competitive bidding process, and the rights of the individual bidder." Funderburg Builders, Inc. v. Abbeville County Memorial Hospital, 467 F. Supp. 821, 825 (D.S.C. 1979) *Id.* at 825. Cf. Sloan v. School Dist. of Greenville County, 2000 S.C. App. LEXIS 153 (S.C. Ct. App. Aug. 21, 2000)(granting taxpayer standing to challenge School District's award of construction contracts, which were allegedly *ultra vires* to the School District Procurement Code, because the issue was of great public importance). The injunctive relief which Jacobs/Beers seeks is in the best interests of the citizens of Greenville County. Not only will such relief ensure integrity of the competitive bidding process, but it will assure that the School District obtains competitive bids in the future. The general provisions of the School District's Procurement Code provide that the purposes and policies of the procurement code are, in part:

2. to foster effective broad-based competition for public procurement within the free enterprise system; . . .
6. to ensure fair and equitable treatment of all persons who deal with the procurement system of this District; . . .
9. to promote increased public confidence in the procedure followed for public procurement. (Procurement Code, pp. 1-2, ¶ A.).

The Procurement Code imposes an obligation of good faith in negotiation, performance, and enforcement of the duties set forth in the Procurement Code. (Procurement Code, p. 2, ¶ B.). By

ZRP

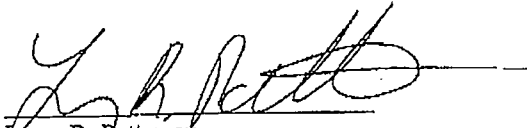
allowing Jacobs/Beers, and other offerors, to review a copy of the proposed contract prior to the expiration of the award protest period, the stated purposes and policies of the Procurement Code will be furthered. Such review will allow Jacobs/Beers to prepare a meaningful award protest, and thus receive fair and equitable treatment in dealing with the School District. Public confidence in the enforcement of the Procurement Code will be enhanced. Finally, enforcement of the Procurement Code policies and purposes, by insuring that there is a fundamentally fair and meaningful protest process, will help insure that School District will maintain the benefit of interested competitive bidders in the future.

Based on the foregoing reasons, it is ordered that: (1) the School District of Greenville County shall provide a copy of the proposed contract between the School District and Institutional Resources to Jacobs/Beers and other offerors for the project; (2) Jacobs/Beers, and other offerors, may file protests to the Intent to Award for a period of fifteen (15) days following the date which the School District provides the proposed contract; and, (3) the School District is enjoined from awarding the contract until such time as Jacobs/Beers', and other offerors', protests can be filed and heard in accordance with the School District's Procurement Code.

Y
AND IT IS SO ORDERED

September 28, 2000
Greenville, South Carolina

*more protest
September 26, 2000*


Larry R. Patterson
Circuit Court Judge
Thirteenth Judicial Circuit

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
RICHARDSON CONSTR. CO. INC.,)
)
Plaintiff,)
)
v.)
)
RICHLAND COUNTY, AND)
)
MCCLAM & ASSOCIATES, INC.,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

Docket No.: 2016-CP-40-7353

**ORDER DENYING
PLAINTIFF'S
REQUEST FOR
TEMPORARY
RESTRAINING
ORDER**

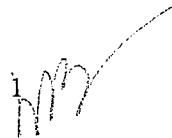
RICHLAND COUNTY
FILED
2016 DEC 22 PM 3:55
JEANETTE W. FROBRIDGE
C.C.P. & G.S.

INTRODUCTION

This matter came before this Court for a hearing on December 16, 2016 at the request for a Temporary Restraining Order by Plaintiff Richardson Construction Company, Inc. Prior to the hearing, Plaintiff and Defendant Richland County reached an agreement regarding the Temporary Restraining Order, which was memorialized in an Order issued by the Honorable Jean H. Toal, part of which states the parties were to set a hearing on Plaintiff's request for a Temporary Restraining Order for the week of December 19, 2016. Plaintiff's request for a Temporary Restraining Order was heard by the Honorable DeAndrea Gist Benjamin on December 21, 2016.

FACTS

The Plaintiff seeks a temporary injunction prohibiting Defendants' from executing a \$24,000,000 road construction contract with the responsive bidder, selected by Richland County Council for the extension of Shop Road. The Plaintiff was one of three bidders to Richland County on Phase I of the Shop Road Extension construction project, and the other two bidders were C.R. Jackson, Inc. and McClam & Associates, Inc. (Complaint, ¶6 & 11). The Invitation for Bids for the Shop Road Project contained, in pertinent part, the following instructions:



- “The [Small and Local Business Enterprise “SLBE] goal for this Project is 4.37%. Accordingly, the Contractor will complete the SLBE Participation Sheet included in this document and accompany it with his Application for Payment Each month.” (p. 6).
- “INSTRUCTIONS TO BIDDERS. ... 7. CORRECTION OF ERRORS ‘ON THE BID FORM: No bid shall be altered or amended after specified time for opening.” (p. 8)
- “SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET...BIDDER is required to complete the SLBE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government.” (Affidavit of Christy Swofford, ¶17, Ex. A.)

In the Shop Road Project bid package, Richland County’s goal for bidder was that that Disadvantaged Business Enterprise (“DBE”) participation be Seven (7%) Percent of the amount of the bid and SLBE participation be Four (4.37%) and Three Seventh Percent. (Complaint, ¶14). The County determined that C.R. Jackson, Inc.’s bid was non-responsive. (Complaint, ¶41, Exhibit 3). The Plaintiff in its bid “inadvertently” submitted as its SLBE subcontractor LAD, Inc., which was not a certified SLBE contractor. (Complaint, ¶¶23-25). Plaintiff admits it inadvertently submitted an earlier internal draft of the SLBE with LAD, Inc.’s name and address for a different contractor, Herndon. (Complaint, ¶41, Page 2 of Exhibit 1 [10/31/16 Letter] to Exhibit 4). The Plaintiff in its bid, swore under oath that LAD, Inc. was its SLBE. (Affidavit of Christy Swofford, ¶4, Ex. B.). Thus, the Plaintiff’s bid was deemed non-responsive by the County because it failed to list a certified SLBE at bid opening. (Complaint, ¶41, Exhibit 3); (Affidavit of Christy Swofford, ¶¶8-12.) Plaintiff appeared before the Richland County Council at its meeting on December 6, 2016 and argued the merits of awarding the contract to Plaintiff. (Complaint, ¶47). Richland County Council at its December 6,

2016 meeting voted 9-2 to award the Shop Road Project to co-defendant McClam & Associates, Inc. (Complaint, ¶48). The McClam bid for the Shop Road Project accepted by the County was for \$24,539,282.95. (Complaint, ¶11.) On December 6, 2016 Plaintiff filed a Procurement Protest with the Richland County Procurement Review Panel. On December 15, 2016 Plaintiff filed a Verified Complaint for Temporary Restraining Order in Richland County. On December 16, 2016 Plaintiff filed a Procurement Protest with the Richland County Procurement Director.

DISCUSSION

Plaintiff requests the Court to issue a Temporary Injunction to stay execution of the bid contract between Defendants'. A preliminary injunction is a measure that is taken to preserve the status to prevent irreparable harm to the party requesting it. *Powell v. Immanuel Baptist Church*, 261 S.C. 219, 221, 199 S.E.2d 60, 61 (1973). An applicant for a preliminary injunction must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation. *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct.App.2002). A preliminary injunction may only be issued upon a showing by the moving party that "[1] without such relief it will suffer irreparable harm, [2] that it has a likelihood of success on the merits, and [3] that there is no adequate remedy at law." *Poynter Invs., Inc. v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 586-87, 694 S.E.2d 15, 17 (2010).

However, when a party attempts to enjoin the acts of a governmental entity or its agency, as is the case here, the public interest is an important factor to be considered. "For the standards of the public interest, not the requirements of private litigation, measure the propriety and need for injunctive relief in these cases." *Hecht Co. v. Bowles*, 321 U.S. 321, 331, 64 S. Ct. 587, 592, 88 L.Ed. 754 (1944). Even if other factors weigh heavily in favor of the plaintiff, public interest may control.

"Since the public interest is involved, a showing of irreparable injury does not necessarily entitle the [plaintiff] to relief." *National Dairy Products Corp. v. Greene*, 210 F. Supp. 798, 800 (D. Md. 1962). *Accord*, 43A C.J.S. *Injunctions*, § 114. "Where an important public interest would be prejudiced, the reasons for denying the injunction may be compelling." *City of Harrisonville, Mo. v. W. S. Dickey Clay Mfg. Co.*, 289 U.S. 334, 338, 53 S. Ct. 602, 603-4, 77 L.Ed. 1208 (1933). South Carolina Courts set forth the following rule: "[I]t is a serious matter to enjoin the construction of great public works without a strong showing by the complainant, establishing, *prima facie*, a clear right to such injunction; and the burden is upon the plaintiff to make such a showing." *Moss v. South Carolina State Highway Department*, 223 S.C. 282, 75 S.E.2d 462, 464 (1953).

I. Demonstrate Likelihood of Success on the Merits.

Plaintiff argues that its likelihood of success on the merits hinges on the interpretation of the word "material," as listed by the Richland County Code Section 2-608(e). According to this provision, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Plaintiff argues that by correcting only the name of the subcontractor, LAR, Inc., this correction had no effect on the amount of Plaintiff's bid or its performance of the contract. Plaintiff argues that because it was the lowest bidder, its corrections do not prejudice the other bidders and are to the advantage of Richland County. Further, Plaintiff argues exact compliance to the bid is not required.

Defendants' argue that Plaintiff's claim will likely not succeed on the merits. Defendants' contend that there is no dispute that Plaintiff's bid incorrectly listed, LAR, Inc., a non-SLBE certified subcontractor as its designated SLBE subcontractor. The Invitation for Bids required a listing of the SLBE-certified subcontractor in the bid as does Richland County Code Section 2-644(a)(4)c. Defendants' argue that the conclusion of the County that the Plaintiff's bid was non-responsive, is

consistent with well-established case law. *See Carol Bolander & Sons Co. v. Minneapolis*, 438 N.W.2d 735, 738 (Minn. Ct. App. 1989) ("Although arguably not a matter affecting the factors determining the amount of the bid, the omission of listing a [minority owned enterprise] is taken out of the minor defect category by the plans and specifications which deem the failure to comply with [minority owned enterprise] participation requirements as grounds for nonresponsiveness.").

a. Plaintiff Fails to Demonstrate Likelihood of Success on the Merits

First, this Court emphasizes that Plaintiff admits that it submitted a non-responsive bid by submitting a bid that identified LAD, Inc. as its certified SLBE vendor. The Richland County Code states in relevant part: "[a] prospective bidder on a county contract shall submit at the time of bid SLBE - Form S providing the name of the SLBE or emerging SLBE subcontractor or subcontractors." *See Richland County Code* Section 2-644(a)(4)(c). The Code allows a waiver of this requirement, *only if* the bidder seeks a waiver at the time of the bid. *See id.* at 2-644(a)(4)(d). Plaintiff has not submitted any evidence of its request for a waiver at the time it submitted its bid on July 20, 2016. Rather, Defendants' Affidavit of Christy Swofford, the Acting Richland County Procurement Director, states, "[a]t bid opening, Plaintiff identified LAD, Inc. as its certified SLBE vendor. Five days after bid opening, Plaintiff stated that its SLBE submission was in error and submitted documentation for a Certified SLBE vendor." *See Affidavit of Christy Swofford* ¶8-9.

Further, this Court finds that the determination of the Richland County Procurement Director not to waive Plaintiff's bid error as rationally based. A governmental agency holds the right to "determine whether a variance from bid specifications is material or whether to waive it as a mere irregularity, and that determination must be upheld by the courts if supported by any rational basis." *Varsity Transit, Inc. v. Bd. of Educ.*, 130 A.D.2d 581, 582, 515 N.Y.S.2d 520, 521 (App. Div. 1987). *See also Acme of Precision Surgical Co., Inc. v. Weinberger*, 580 F. Supp. 490 (E.D. Pa. 1984)

5 

(If a court determines that an agency procurement decision was rational, inquiry is at an end and preliminary injunction will be rejected.); And *see, Sloan v. Greenville Cty.*, 356 S.C. 531, 555–56, 590 S.E.2d 338, 351 (Ct. App. 2003) (reviewing the discretionary decision of a legislative body, our courts have been loath to substitute their judgment for that of elected representatives. Such decisions “should not be upset on appeal unless [they are] arbitrary, unreasonable, in obvious abuse of discretion, or in excess of lawfully delegated power.”

In this case, the acting Procurement Director, determined that Plaintiff's error was not non-material. In her Affidavit, Ms. Swofford states "the acting Procurement Director, . . . pursuant to the Richland County Code of Ordinances, . . . ha[s] the discretion to waive non-material errors in a bid submission; however . . . the failure to meet an important bid requirement and making a false statement under oath . . . [is] a material failure, and any waiver would be contrary to the ordinance of Richland County, the spirit of those ordinances, and prejudicial to the other bidders." In its bid submitted on July 20, 2016, Plaintiff listed LAD, Inc. as its SLBE certified vendor, but LAD, Inc. is not a Certified SLBE vendor. The determination that such an error does not constitute a non-material error, is reasonable, in light of the SLBE requirements as stated under the Shop Road Project Invitation to Bid, where a prospective bidder is required to complete SLBE Identification Forms with the bid proposal, where any SLBE company identified *must be certified* by Richland County Government. Further, Richland County Code states that a prospective bidder on a county contract shall provide the name of the SLBE contractor at the time of bidding. *See Richland County Code Section 2-644(a)(4)(c).*

II. Adequate Remedy At Law

Plaintiff argues there is no adequate remedy at law in this bid dispute. Plaintiff argues that the Richland County Procurement Review Panel may choose to award relief to Plaintiff. One

measure of relief may consist of terminating the contract between the Defendants, and awarding a contract between Defendant Richland County and Plaintiff. Plaintiff's primary support for the contention that there is no adequate remedy at law is that, if the contract is executed between Defendants, then it will become increasingly difficult for Defendant, Richland County to terminate the contract with Defendant McClam & Associates, Inc., and award the contract to Plaintiff. Plaintiff concludes that a failure to stay the execution of the contract between the Defendants results in a divestment of the Procurement Review Panel's ability to order a re-bid on the project, or to award a reimbursement of bid preparation costs.

Defendants' argue that there is an adequate remedy at law for Plaintiffs. Defendants assert that if Plaintiff prevails on the merits of its protest with the Procurement Review Panel, injunctive relief is not appropriate. At the TRO hearing on December 21, 2016, Attorney Smith summarized the procedure for submitting a Bid Protest to the Richland County Procurement Review Panel. According to Mr. Smith a protestant must submit a protest to the Director of the Procurement office, and if no settlement is reached by the Director of the Procurement office, the aggrieved protestant may file a written appeal to the Richland County Procurement Review Panel.

a. Plaintiff Has an Adequate Remedy at Law

First, there is an adequate remedy at law for the Plaintiff in this dispute pursuant to Richland County Code Article X, Section 2-621.1 (a)-(f). The Code grants the Procurement Director the authority to review procurement protests prior to the commencement of formal review, and additionally, "the director of the office of procurement or designated representative may administratively settle the protest of an aggrieved bidder. See Richland County Code Article X, Section 2-621.1 (b). In this dispute, the Plaintiff filed a Procurement Protest with the Richland Count Review Panel on December 6, 2016 appealing the determination of Richland County to

recommend awarding the bid contract to Defendant McClam & Associates, Inc. Plaintiff initially sent its procurement protest letter to the Procurement Review Panel, but not to the Procurement Director. On December 16, 2016 Plaintiff filed a Protest to the Procurement Director. To present date, Plaintiff submitted no evidence to demonstrate that the Procurement Director has released a determination of its protest.

After the Procurement Director issues a finding on the protestant's protest, within ten days following its issuance, the protestant shall file a written appeal to the Richland County Procurement Review panel, setting forth the grounds for appeal. *See Richland County Code* Article X, Section 2-621.1(e). If the Procurement Review Panel finds that the appeal is meritorious, there are clear remedies for the aggrieved party. No more than "thirty days from receipt of an appeal, the review panel shall consider and determine the matter and shall file its written decision . . . Upon a finding that the appeal is meritorious, the review panel may direct an award of contract to the protestant, may require that a contract be re-bid, and may award reimbursement to the protestant of reasonable bid preparation costs." *See Richland County Code* Article X, Section 2-621.1(f).

It is well settled that where under a government procurement system a party has the statutory remedy of being reimbursed its bid preparation costs, that party has an adequate remedy at law so that there can be no injunction. Fairplain Development Co. v. Freeman, 512 F. Supp. 201, 203-4 (N.D. Ill. 1981). This rule applies under the South Carolina Procurement Review Panel, in In Re: Protest by Gregory Electric Company, Inc., Case No. 1989-17, 1990 WL 10008052 (S.C. Procure. Rev. Panel Jan. 26, 1990) (denied injunctive relief under the same reasoning where only bid preparation costs were the remedy: "It has been repeatedly held, however, that injunctive relief is not the appropriate remedy for a disappointed bidder when public interest considerations are present and when a claim for damages is available." The Panel also stated:

It has been repeatedly held, however, that injunctive relief is not the appropriate remedy for a disappointed bidder when public interest considerations are present and when a claim for damages is available. This is true even though the bidder is limited to recovery of bid preparation costs. ...

In this case Gregory does have an adequate remedy at law. The Procurement Code in § 11-35-4210 provides that a bidder who claims it should have been awarded a contract but is not may be awarded a "reasonable reimbursement amount, including reimbursement of bid preparation costs, and ... such other and further relief as justice dictates...."¹

Id. Thus, the arbitral authority in South Carolina that deals most often with procurement disputes follows this well-established law. The procedural process outlined in the Code demonstrates that there is an adequate remedy for Plaintiff to receive reasonable reimbursement for bid costs if the Procurement Review Board were to find that Plaintiffs' appeal is meritorious. Consistent with current case law a temporary injunction is not an appropriate action when a party has the statutory right of being reimbursed bid costs and the public interest is at play.

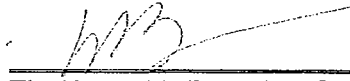
III. Enjoining a Public Entity

Plaintiff has not met the heightened burden for Plaintiff's attempting to enjoin a public entity. In such cases, the Plaintiff must establish a *prima facie*, case, a clear right to such injunction." *Moss v. South Carolina State Highway Department*, 223 S.C. 282, 75 S.E.2d 462, 464 (1953). As discussed by the Court in Sections I and II in this Order, Plaintiff has not established a likelihood of success on the merits, or demonstrated no adequate remedy at law, thus Plaintiff cannot establish a *prima facie* case for the Court to issue a Temporary Restraining Order. Further, Defendants' present a compelling argument that a loss of the bid contract would result in harm to the public of Richland County with a total economic loss of \$785,000,000. Any delay on the bid contract could affect the timely completion of the bid project, which could lead to a in a total loss of the project. Considering the consequences

¹ This section has been renumbered as S.C. Code § 11-35-4310(4).

of any delay to beginning completion of the project presents a strong disfavor of issuing a Temporary Restraining Order to stay the execution of the contract between Defendants.

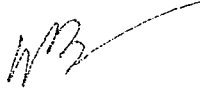
Pursuant to the reasons set forth in this Order, Plaintiff's request for Temporary Restraining Order pursuant to Rule 65 of the South Carolina Rules of Civil Procedure is hereby **DENIED**.



The Honorable DeAndrea G. Benjamin
Presiding Judge
Fifth Judicial Circuit

December 22, 2016 at 3:42 o'clock pm
Richland County, South Carolina

Columbia



Richland County, South Carolina

Have a question or concern?

Contact the Richland County Office of Procurement & Contracting

Call: (803) 576-2130

Fax: (803) 576-2135

Email: rcsolicitations@rcgov.us

Address: 2020 Hampton Street
Suite 3064
Columbia, SC 29201

[Get Driving Directions](#)

ABOUT US

Procurement & Contracting Officers:

Jennifer Wladischkin – Contract Specialist; wladischkinj@rcgov.us

Brittany Flake – Buyer; flakeb@rcgov.us

Sierra Flynn – Buyer; flynns@rcgov.us

Toya Thomson – Administrative Assistant; thomsont@rcgov.us

Additional Links:

SC Materials Management Office: www.mmo.sc.gov

National Institute of Governmental Purchasing (NIGP): www.nigp.org

SC Budget and Control Board: www.procurement.sc.gov

SC Association of Governmental Purchasing Officials: www.scagpo.org

South Carolina State Surplus: www.scsurplusproperty.com

Penny Tax Program: www.richlandpenny.com

Richland County
South Carolina

2020 Hampton Street
P.O.Box 192
Columbia, SC 29201

One-Call Response Center
24 Hours (803) 929-6000

ombudsman@rcgov.us

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LOCAL

APRIL 12, 2017 2:35 PM

3rd key Richland County staffer leaves his job in recent months

BY CLIF LEBLANC
cleblanc@thestate.com

RICHLAND COUNTY, SC — Richland County's chief financial officer has become

the third key staffer to leave county government within six months.

Daniel Driggers resigned Tuesday, according to an email from county administrator Gerald Seals. Driggers, who oversees county government finances, hand delivered his resignation at the end of the business day.

Driggers' final day will be April 25, according to the email.

ADVERTISING

The State's request for details of Driggers' departure went unanswered Wednesday afternoon.

In October, Roxanne Ancheta and Warren Harley, also senior staffers, left voluntarily and received severance packages, according to a county councilman.



SUGGESTED FOR YOU

COMMENTS ▼





LOCAL

MAY 05, 2017 12:42 PM

Richland County's transportation director resigns

BY CLIF LEBLANC
cleblanc@thestate.com

RICHLAND COUNTY, SC — Richland County's first director to oversee its controversial penny sales tax program has resigned.

Rob Perry stepped down Friday and is returning to the state Department of Transportation, where he worked before Richland County hired him in 2013 as its transportation director.

Perry's resignation is effective June 1, the county announced Friday in a news release. He will remain to help pick a successor. An interim director will be named May 25, the county said.

ADVERTISING

Perry becomes the fourth senior Richland County staffer to leave a high-profile position within the past seven months. Last month, the chief financial officer stepped down. In October, administrators Roxanne Ancheta and Warren Harley also left.

When he submitted his resignation late Thursday afternoon, Perry said he appreciated the opportunity to serve the residents of Richland County for nearly four years, according to the county's statement.

"I'm just so grateful to have served our citizens and County Council as the transportation program's first director ...," Perry said. "This \$1.07 billion program has been a pleasure to implement, and I have the utmost confidence it will continue to deliver for our citizens."

Council chairwoman Joyce Dickerson said, "I am disappointed with his leaving at this time because many projects haven't been completed."

The penny sales tax program has been controversial since residents, in a tight November 2012 vote, approved the additional penny-on-the-dollar tax that funds it.

Last year, the state Revenue Department accused the county's \$1 billion program of civil fraud.

Revenue officials said the county "expended hundreds of thousands of dollars and entered into contracts worth potentially millions of dollars for expenses, that are improper, illegal and beyond the scope of allowable expenses."

County officials said the program had done nothing illegal.

The lengthy dispute landed the county and the state agency that oversees sales tax programs in court after revenue officials said they would stop quarterly payments of money collected.

The county got its money restored, but the judge in the case said the Revenue Department could move forward with a case. No court date has been set.

Perry has been in the news lately because of a plan to build a greenway along Gills Creek. The plan has triggered strong opposition from some homeowners who do not want it close to their property.



SUGGESTED FOR YOU

 **COMMENTS.** ▼

SPONSORED CONTENT

Project Name: RESTROOM RENOVATIONS TO THE 5000 BLDG., FOR FLORENCE DARLINGTON
TECHNICAL COLLEGE, FLORENCE CAMPUS

Project Number: H59-N925-CA

Project Location: 2715 West Lucas St., Florence SC 29501

Bid Security Required: Yes **Performance Bond Required:** Yes **Payment Bond Required:** Yes

Construction Cost Range: \$70,000 - \$90,000

Description of Project: Renovations of 6 existing toilet rooms located in the 2nd & 4th floors of the 5000 Bldg.
Work shall include new poured epoxy floors, painted block walls (Base Bid), new toilets, urinals and sinks.
Toilet fixtures shall be reinstalled at existing locations. New ceiling grid and ceiling tile will be installed.
Existing lights will be re-used. Contractor to re-lamp any existing bulbs that are not working. Contractor
may be subject to performance appraisal at close of project.

Bidding Documents / Plans May Be Obtained From: FW Architects Inc., 1550 W. Evans St., Florence SC
29501

Plan Deposit: \$25.00, nonrefundable

Architect/Engineer: FW Architects, Inc.

A/E Contact: Hal E. Fuller, AIA

A/E Address: 1550 W. Evans Street, Florence, SC 29501

A/E E-mail: hfuller@fw-architects.com

A/E Telephone: 843-662-9961

A/E Fax: 843-665-5065

Note: All questions & correspondence concerning this Invitation to Bid shall be addressed to the A/E.

Agency/Owner: Florence-Darlington Technical College

Name & Title of Agency Coordinator: Mr. Jack Roach

Address: 2715 West Lucas Street, Florence, SC 29501-0548

E-mail: Jack.Roach@fdtc.edu

Telephone: 843-661-8341

Fax: 843-661-8342

Pre-Bid Conf./Site Visit: Yes, non-mandatory

Pre-Bid Date/Time: 8/10/2016 2:00pm

Place: 1st Flr. of 5000 Bldg., Student Ctr., - FDTC

Bid Closing Date/Time: 8/23/2016 2:00pm

Place: FW Architects Inc., 1550 W. Evans St., Florence SC

Hand Deliver Bids To: Hal Fuller, AIA - FW Architects, Inc. 1550 West Evans Street, Florence, SC 29501

Mail Bids To: Hal Fuller, AIA - FW Architects, Inc., PO Box 2261, Florence SC 29503

SHOP ROAD EXTENSION PHASE I -- PDT-290-IFB-2016 -- RICHLAND COUNTY, SC

RICHLAND COUNTY, South Carolina is soliciting sealed bids through Richland PDT, the Program Manager, from licensed Contractors for the Shop Road Extension Phase I construction, as a part of the Richland County Sales Tax Transportation Improvement Program. Licensed contractors must be pre-qualified as a Prime Contractor by the SCDOT to bid on this project.

Richland County intends to award a contract to one responsive and responsible contractor. The contractor must be able to perform the services and furnish the goods necessary to meet or exceed all requirements described in this IFB. Bids received from persons or entities that do not meet the requirements will be rejected as non-responsive.

The DBE goal for this Project is 7.0%. See section 107 for requirement. Accordingly, the Contractor will complete the DBE Participation Sheet included in this document and accompany it with his Application for Payment each month.

The SLBE goal for this Project is 4.37%. Accordingly, the Contractor will complete the SLBE Participation Sheet included in this document and accompany it with his Application for Payment each month.

A complete set of bid documents may be obtained at TPM (The Print Machine), 1241 Assembly Street, Columbia, SC 29201, (803) 252-4770, <http://www.tpm-columbia.com>, at the Bidder's expense. A complete set of documents

may also be downloaded from the Richland Penny website: <http://www.richlandpenny.com/doingbusiness/open-bids/>.

A mandatory Pre-Bid Conference for all prime contractors on Wednesday, August 10, 2016 at 10:00am at the Richland PDT Office located at 201 Arbor Lake Drive, Columbia, South Carolina, 29223. Bids will be due Wednesday, September 14, 2016 at 2:00pm at the Richland County Procurement Office, 2020 Hampton Street, Columbia, SC 29204

Point of contact for further information is Dale Collier, Richland Penny PDT Procurement Manager, at 803-726-6170, dcollier@richlandpenny.com.

CITY OF MYRTLE BEACH

Interested parties are invited to submit sealed bids to the Owner at the City of Myrtle Beach Purchasing Office located at 3231 Mr. Joe White Ave., Myrtle Beach, South Carolina 29577 before 3:00pm on August 2, 2016. A mandatory pre-bid meeting is scheduled on Tuesday July 26, 2016 at 3:00pm at the Purchasing Office. The Project consists of installing 1600 linear feet of ten-foot (10') wide pedestrians and bicyclists paved trail. The trail pavement structure consists of a six-inch (6") base materials and two-inch (2") asphalt surface course, with drainage improvements. Bid documents may be obtained from the City of Myrtle Beach Purchasing Office.

INVITATION TO BID

ORANGEBURG COUNTY DSNB -- RENOVATION / ADDITION

Owner
Orangeburg County Disabilities
& Special Needs Board
2785 Magnolia Street, Northeast
Orangeburg, South Carolina 29116

Architect
Goforth Brown & Associates
1413 West Evans Street
Florence, SC 29501
843-665-5868 (phone)
843-669-7596 (fax)
questions@gbaflo.com (email)

Non-Mandatory Pre-Bid Conference
Thursday, August 11, 2016 11:00am
2785 Magnolia Street, Northeast
Orangeburg, South Carolina 29116

Bid Submission Date/Time/Location
Thursday, August 25, 2016 2:00pm
In the conference room of the Owner

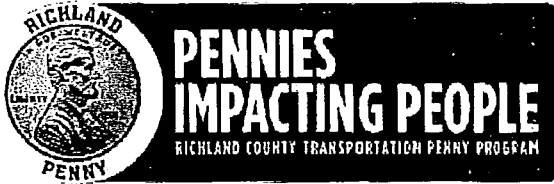
Bid Security
Five percent (5%)

Description of the project

This project consists of the renovations to the existing administration and work activities buildings and an addition to provide additional toilet facilities.

The project consists of renovations to the existing loadbearing masonry administration building and the slab on grade pre-engineered work activities building. Renovations include plumbing, electrical and HVAC modifications associated with new wall construction and room arrangements.

Sitework associated with the intended use of the facility will consist of new sewer connections to the existing line and new storm drainage. Concrete walkways, canopy modifications and grassing are part of the base bid.



October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PDT-290-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the Contractor's bid was read out loud and the bids, as submitted, were as follows:

Richardson Construction Co.	\$21,666,330.02
C. R. Jackson, Inc.	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,706,555.84.

A Mandatory Pre-Bid Conference was held on August 10, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SLBE goal of 4.37%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

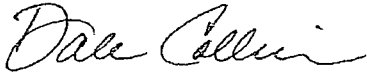
Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier

Procurement Manager

Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

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Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,965.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.30	\$ 76.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	SF	417.25	\$ 22.75	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.35	\$ 8,255.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.50	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,500.00	\$ 26,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.FA.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143642	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 26.50	\$ 1,590.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PG FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 16.50	\$ 69,506.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 2,670.00	\$ 10,680.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 125.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 59,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 785.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8" HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,575.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 7,325.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,520.00	\$ 16,218.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8157008	TEMPORARY SLOPE DRAIN -- 8"	LF	200	\$ 13.00	\$ 2,600.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990556	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 1.80	\$ 30,027.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 6.75	\$ 202.50
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.69
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,680.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.33

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 990.00	\$ 1,980.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION				\$ 366,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				\$ 451,000.00

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	CY	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whetstone, President

CONTRACTOR'S ADDRESS

P. O. Box 8023

CITY, STATE, ZIP

Columbia, South Carolina 29202

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(f) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY
RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

[illegible]

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

Name B. H. Whelan

Ben H. Whetstone, President
Title:

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) **SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET**

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

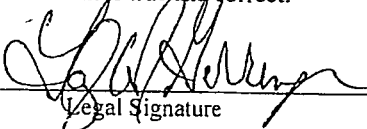
2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.
Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



**PENNIES
IMPACTING PEOPLE**
BUSINESS ACCOUNT TRANSPARENCY SINCE 1997



Shop Road Extension Phase 1
Bid Tabulation Sheet
PDT-290-IFB-2016
September 14, 2016 - 2:00 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2016 SEP 14 PM 2:00

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION CO	\$ 21,666,330.02
M ^c CLAM & ASSOCIATES	\$ 24,539,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY Dale Collins

202 of 217

RCC - 211



SHOP ROAD EXTENSION - PHASE 1

1.845 MILES				ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 670,156.75	\$ 670,156.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 168,762.50	\$ 168,762.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 469,890.00	\$ 469,890.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,129,740.00	\$ 3,129,740.00	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	1	LS			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 63,825.00	\$ 63,825.00
1080300	CPM PROGRESS SCHEDULE	1	LS			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,150.00	\$ 24,150.00
1090200	AS-BUILT CONSTRUCTION PLANS	1	LS			\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS			\$ 750,000.00	\$ 750,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,618,625.00	\$ 1,618,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 6.90	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 15.00	\$ 750.00	\$ 100.00	\$ 5,000.00	\$ 86.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION	87,191	CY			\$ 8.00	\$ 537,528.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 792,853.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,886,544.00	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	1	LS			\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,970.00	\$ 8,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,475	TON			\$ 45.00	\$ 516,375.00	\$ 31.00	\$ 355,725.00	\$ 43.25	\$ 496,293.75
2081001	FINE GRADING	77,500	SY			\$ 5.00	\$ 387,500.00	\$ 2.50	\$ 193,750.00	\$ 4.05	\$ 313,875.00
3069900	MAINTENANCE STONE	400	TON			\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00	\$ 42.25	\$ 16,900.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	16,603	TON			\$ 68.00	\$ 1,129,004.00	\$ 75.00	\$ 1,245,225.00	\$ 75.90	\$ 1,260,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	888	TON			\$ 412.00	\$ 365,856.00	\$ 425.00	\$ 377,400.00	\$ 443.90	\$ 394,183.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	8,655	SY			\$ 8.00	\$ 69,240.00	\$ 3.00	\$ 25,965.00	\$ 6.35	\$ 54,959.25
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 6.50	\$ 20,410.00	\$ 8.65	\$ 27,161.00
4019000	MILLED-IN RUMBLE STRIP	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,265.00	\$ 2,530.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1,509	TON			\$ 92.00	\$ 138,828.00	\$ 85.00	\$ 128,265.00	\$ 101.20	\$ 152,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,377	TON			\$ 86.00	\$ 118,422.00	\$ 85.00	\$ 117,045.00	\$ 95.50	\$ 131,503.50
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	250	TON			\$ 175.00	\$ 43,750.00	\$ 150.00	\$ 37,500.00	\$ 172.50	\$ 43,125.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	55	TON			\$ 300.00	\$ 16,500.00	\$ 300.00	\$ 16,500.00	\$ 287.50	\$ 15,812.50
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	51,852	SY			\$ 82.00	\$ 4,251,864.00	\$ 72.02	\$ 3,734,381.04	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.15	\$ 300.00	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	4,000	LF			\$ 0.18	\$ 720.00	\$ 0.15	\$ 600.00	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR, 4" X 4"	40	EA			\$ 5.00	\$ 240.00	\$ 5.00	\$ 200.00	\$ 5.75	\$ 230.00
6041200	BARRICADE - TYPE 3	60	LF			\$ 0.35	\$ 21.00	\$ 27.50	\$ 1,650.00	\$ 34.50	\$ 2,070.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	552	SF			\$ 8.00	\$ 4,416.00	\$ 5.60	\$ 3,091.20	\$ 13.80	\$ 7,617.60
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,307.50	\$ 17,307.50
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	256	LF			\$ 0.35	\$ 89.60	\$ 0.30	\$ 76.80	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	1,006	LF			\$ 0.18	\$ 181.08	\$ 0.15	\$ 150.90	\$ 0.17	\$ 171.02
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	698	LF			\$ 3.25	\$ 2,268.50	\$ 3.00	\$ 2,094.00	\$ 3.45	\$ 2,408.10

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6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	6	EA	\$ 40.00	\$ 240.00	\$ 35.00	\$ 210.00	\$ 40.25	\$ 241.50
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	2	EA	\$ 60.00	\$ 120.00	\$ 50.00	\$ 100.00	\$ 57.50	\$ 115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	6,000	LF	\$ 0.18	\$ 1,080.00	\$ 0.15	\$ 900.00	\$ 0.17	\$ 1,020.00
6250112	8" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	580	LF	\$ 2.25	\$ 1,305.00	\$ 2.00	\$ 1,160.00	\$ 2.30	\$ 1,334.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	11,528	LF	\$ 1.10	\$ 12,680.80	\$ 1.00	\$ 11,528.00	\$ 1.15	\$ 13,257.20
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	15,876	LF	\$ 0.70	\$ 10,973.20	\$ 0.65	\$ 10,189.40	\$ 0.75	\$ 11,757.00
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	2,031	LF	\$ 13.00	\$ 26,403.00	\$ 12.00	\$ 24,372.00	\$ 13.80	\$ 28,027.80
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	20	EA	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 115.00	\$ 2,300.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	20	EA	\$ 165.00	\$ 3,300.00	\$ 150.00	\$ 3,000.00	\$ 172.50	\$ 3,450.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	12,960	LF	\$ 0.70	\$ 9,072.00	\$ 0.65	\$ 8,424.00	\$ 0.75	\$ 9,720.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	1,120	LF	\$ 12.50	\$ 14,000.00	\$ 12.00	\$ 13,440.00	\$ 13.80	\$ 15,456.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	2,150	LF	\$ 0.75	\$ 1,612.50	\$ 0.65	\$ 1,397.50	\$ 0.75	\$ 1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	4,592	LF	\$ 0.40	\$ 1,836.80	\$ 0.35	\$ 1,607.20	\$ 0.40	\$ 1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	1,011	LF	\$ 2.35	\$ 2,375.85	\$ 2.25	\$ 2,274.75	\$ 2.60	\$ 2,628.60
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	884	LF	\$ 7.00	\$ 4,648.00	\$ 6.75	\$ 4,482.00	\$ 7.80	\$ 5,179.20
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	10	EA	\$ 75.00	\$ 750.00	\$ 65.00	\$ 650.00	\$ 74.75	\$ 747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	8	EA	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 115.00	\$ 920.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	11,880	LF	\$ 0.40	\$ 4,756.00	\$ 0.35	\$ 4,161.50	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	324	EA	\$ 4.00	\$ 1,296.00	\$ 3.75	\$ 1,215.00	\$ 4.30	\$ 1,393.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	300	EA	\$ 4.00	\$ 1,200.00	\$ 3.75	\$ 1,125.00	\$ 4.30	\$ 1,290.00
6319505	REMOVAL OF PAVEMENT MARKINGS	4,000	LF	\$ 1.00	\$ 4,000.00	\$ 0.75	\$ 3,000.00	\$ 0.85	\$ 3,400.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESSG. SIGN	417.25	SF	\$ 50.00	\$ 20,862.50	\$ 22.75	\$ 9,492.44	\$ 33.35	\$ 13,915.29
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	3	EA	\$ 800.00	\$ 2,400.00	\$ 210.00	\$ 630.00	\$ 241.50	\$ 724.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1,040	LF	\$ 14.00	\$ 14,560.00	\$ 8.25	\$ 8,580.00	\$ 21.85	\$ 22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	1,300	LF	\$ 11.00	\$ 14,300.00	\$ 6.35	\$ 8,255.00	\$ 7.30	\$ 9,490.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	100	LF	\$ 13.00	\$ 1,300.00	\$ 18.20	\$ 1,820.00	\$ 20.95	\$ 2,095.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	20	LF	\$ 22.00	\$ 440.00	\$ 30.00	\$ 600.00	\$ 34.50	\$ 690.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1,400	LF	\$ 1.80	\$ 2,520.00	\$ 2.10	\$ 2,940.00	\$ 2.45	\$ 3,430.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	700	LF	\$ 2.00	\$ 1,400.00	\$ 2.05	\$ 1,435.00	\$ 2.35	\$ 1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	700	LF	\$ 3.00	\$ 2,100.00	\$ 2.15	\$ 1,505.00	\$ 2.50	\$ 1,750.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	400	LF	\$ 1.00	\$ 400.00	\$ 0.50	\$ 200.00	\$ 0.58	\$ 232.00
6780495	SAWCUT FOR LOOP DETECTOR	200	LF	\$ 6.00	\$ 1,200.00	\$ 7.00	\$ 1,400.00	\$ 8.05	\$ 1,610.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1	EA	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 862.50	\$ 862.50
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	15	EA	\$ 400.00	\$ 6,000.00	\$ 335.00	\$ 5,025.00	\$ 385.25	\$ 5,778.75
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 6,500.00	\$ 26,000.00	\$ 7,475.00	\$ 29,900.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	500	LF	\$ 4.00	\$ 2,000.00	\$ 5.25	\$ 2,625.00	\$ 6.05	\$ 3,025.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	2	EA	\$ 500.00	\$ 1,000.00	\$ 950.00	\$ 1,900.00	\$ 1,092.50	\$ 2,185.00
6845511	FURNISH & INSTALL CONTR. 332/338 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00	\$ 16,100.00	\$ 16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,910.00	\$ 3,910.00
6865722	FURNISH & INSTALL 12" 1-WAY-4 SECTION (R.A.YA.YAF.GA) VEH TRAFFIC SIGNAL	1	EA	\$ 700.00	\$ 700.00	\$ 980.00	\$ 980.00	\$ 1,127.00	\$ 1,127.00
6865723	FURNISH & INSTALL 12" 1-WAY-3 SECTION (R.A.YA.YAF) VEH TRAFFIC SIGNAL	1	EA	\$ 600.00	\$ 600.00	\$ 850.00	\$ 850.00	\$ 977.50	\$ 977.50
6865731	FURNISH & INSTALL 12" 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	10	EA	\$ 600.00	\$ 6,000.00	\$ 800.00	\$ 8,000.00	\$ 920.00	\$ 9,200.00

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6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	8	EA	\$ 250.00	\$ 2,000.00	\$ 275.00	\$ 2,200.00	\$ 316.25	\$ 2,530.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	12	EA	\$ 120.00	\$ 1,440.00	\$ 175.00	\$ 2,100.00	\$ 201.25	\$ 2,415.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	1	EA	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	24	SF	\$ 30.00	\$ 720.00	\$ 38.00	\$ 912.00	\$ 43.70	\$ 1,048.80
7011800	CONCRETE CURB AND GUTTER WITH FLUME	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 3,000.00	\$ 12,000.00	\$ 1,380.00	\$ 5,520.00
7141113	18" RC PIPE CUL. - CLASS III	3,851	LF	\$ 40.00	\$ 154,040.00	\$ 40.00	\$ 154,040.00	\$ 43.20	\$ 166,363.20
7141114	24" RC PIPE CUL. - CLASS III	1,253	LF	\$ 50.00	\$ 62,650.00	\$ 50.00	\$ 62,650.00	\$ 45.85	\$ 57,450.05
7141116	36" RC PIPE CUL. - CLASS III	714	LF	\$ 80.00	\$ 57,120.00	\$ 100.00	\$ 71,400.00	\$ 93.75	\$ 66,937.50
714111C	72" RC PIPE CUL. - CLASS III	160	LF	\$ 265.00	\$ 42,400.00	\$ 325.00	\$ 52,000.00	\$ 270.00	\$ 43,200.00
7143642	42" SMOOTH WALL PIPE	48	LF	\$ 100.00	\$ 4,800.00	\$ 130.00	\$ 6,240.00	\$ 107.25	\$ 5,148.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 2,150.00	\$ 2,150.00	\$ 2,473.00	\$ 2,473.00
7191605	CATCH BASIN - TYPE 1B	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 3,650.00	\$ 14,600.00	\$ 4,197.50	\$ 16,790.00
7192020	DROP INLET (24" X 36")	2	EA	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,300.00	\$ 4,600.00
7192040	DROP INLET TYPE 112	22	EA	\$ 4,000.00	\$ 88,000.00	\$ 2,650.00	\$ 58,300.00	\$ 3,047.50	\$ 67,045.00
7192105	MANHOLE	5	EA	\$ 4,800.00	\$ 24,000.00	\$ 2,250.00	\$ 11,250.00	\$ 2,587.50	\$ 12,937.50
7192260	48" X 48" JUNCTION BOX	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 2,800.00	\$ 14,000.00	\$ 3,220.00	\$ 16,100.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	895	LF	\$ 17.00	\$ 15,215.00	\$ 18.50	\$ 16,557.50	\$ 18.40	\$ 16,468.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	60	LF	\$ 36.00	\$ 2,160.00	\$ 26.50	\$ 1,590.00	\$ 34.50	\$ 2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	408	SY	\$ 40.00	\$ 16,320.00	\$ 45.00	\$ 18,360.00	\$ 41.40	\$ 16,891.20
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	207	SY	\$ 60.00	\$ 12,420.00	\$ 60.00	\$ 12,420.00	\$ 62.10	\$ 12,854.70
7206000	CONCRETE MEDIAN	415	SY	\$ 60.00	\$ 24,900.00	\$ 65.00	\$ 26,975.00	\$ 62.10	\$ 25,771.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	77	SY	\$ 75.00	\$ 5,775.00	\$ 250.00	\$ 19,250.00	\$ 69.00	\$ 5,313.00
7209100	SURFACE APPLIED DETECTABLE WARNING	98	SF	\$ 40.00	\$ 3,920.00	\$ 65.00	\$ 6,370.00	\$ 40.25	\$ 3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	1	EA	\$ 1,850,000.00	\$ 1,850,000.00	\$ 2,823,000.00	\$ 2,823,000.00	\$ 3,246,450.00	\$ 3,246,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	1,500	LF	\$ 36.00	\$ 54,000.00	\$ 12.00	\$ 18,000.00	\$ 14.90	\$ 22,350.00
8021204	4" PERFORATED UNDERDRAIN	1,500	LF	\$ 36.00	\$ 54,000.00	\$ 15.00	\$ 22,500.00	\$ 9.55	\$ 14,325.00
8034060	6" PIPE SLOPE DRAIN	200	LF	\$ 32.00	\$ 6,400.00	\$ 10.00	\$ 2,000.00	\$ 9.00	\$ 1,800.00
8041020	RIP-RAP CLASS B	784	TON	\$ 200.00	\$ 152,800.00	\$ 70.00	\$ 53,480.00	\$ 55.15	\$ 42,134.60
8041030	RIP-RAP CLASS C	208	TON	\$ 220.00	\$ 45,760.00	\$ 75.00	\$ 15,600.00	\$ 59.10	\$ 12,292.80
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	1,357	SY	\$ 3.00	\$ 4,071.00	\$ 3.00	\$ 4,071.00	\$ 5.20	\$ 7,056.40
8051100	STEEL BEAM GUARDRAIL	4,212.5	LF	\$ 17.50	\$ 73,718.75	\$ 16.50	\$ 69,506.25	\$ 19.00	\$ 80,037.50
8052210	END ANCHOR - TYPE B	6	EA	\$ 600.00	\$ 3,600.00	\$ 500.00	\$ 3,000.00	\$ 575.00	\$ 3,450.00
8053250	THREE BEAM G.R. BRIDGE CONN.	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,610.00	\$ 6,440.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,670.00	\$ 10,680.00	\$ 3,070.50	\$ 12,282.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	40	EA	\$ 300.00	\$ 12,000.00	\$ 125.00	\$ 5,000.00	\$ 138.30	\$ 5,532.00
8091050	RIGHT OF WAY PLAT	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,768.00	\$ 18,768.00
8100100	PERMANENT COVER	38.8	AC	\$ 1,600.00	\$ 62,112.00	\$ 1,524.00	\$ 59,161.88	\$ 1,752.60	\$ 68,035.93
8100200	TEMPORARY COVER	20	AC	\$ 1,000.00	\$ 20,000.00	\$ 950.00	\$ 19,000.00	\$ 1,092.50	\$ 21,850.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	40	AC	\$ 900.00	\$ 36,000.00	\$ 785.00	\$ 31,400.00	\$ 902.75	\$ 36,110.00
8104005	FERTILIZER (NITROGEN)	3,200	LB	\$ 3.00	\$ 9,600.00	\$ 2.50	\$ 8,000.00	\$ 2.90	\$ 9,280.00

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4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	4,170	SY		\$ 50.00	\$ 208,520.81	\$ 50.00	\$ 208,520.81	\$ 74.75	\$ 311,738.61
4060010	ASPH. SURF. TREAT. (SINGLE)	16,682	SY		\$ 15.00	\$ 250,224.98	\$ 1.80	\$ 30,027.00	\$ 3.45	\$ 57,551.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	13,650	LF		\$ 0.20	\$ 2,730.00	\$ 0.15	\$ 2,047.50	\$ 0.17	\$ 2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	30	LF		\$ 3.25	\$ 97.50	\$ 3.00	\$ 90.00	\$ 3.45	\$ 103.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1,160	LF		\$ 300.00	\$ 348,075.00	\$ 0.25	\$ 290.06	\$ 0.30	\$ 348.08
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	5,565	LF		\$ 0.20	\$ 1,113.00	\$ 0.15	\$ 834.75	\$ 0.17	\$ 946.05
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	13,650	LF		\$ 0.40	\$ 5,460.00	\$ 0.35	\$ 4,777.50	\$ 0.40	\$ 5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	30	LF		\$ 7.00	\$ 210.00	\$ 6.75	\$ 202.50	\$ 7.70	\$ 232.80
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	1,160	LF		\$ 0.80	\$ 696.15	\$ 0.55	\$ 538.14	\$ 0.65	\$ 754.16
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	5,565	LF		\$ 0.40	\$ 2,226.00	\$ 0.35	\$ 1,947.75	\$ 0.40	\$ 2,226.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	81	EA		\$ 4.00	\$ 325.00	\$ 3.75	\$ 304.69	\$ 4.31	\$ 350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS			\$ 392,200.07		\$ 819,678.44		\$ 249,680.70		\$ 382,031.63

	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS			\$ 24,705,555.84		\$ 21,566,330.02		\$ 22,788,344.33		\$ 24,539,282.95

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UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.645 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	1	EA			\$ -	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,567	LF			\$ -	\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,570	LF			\$ -	\$ 190.00	\$ 298,300.00	\$ 190.00	\$ 298,300.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF			\$ -	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00	\$ 225,038.00
WS-5	FLOWABLE FILL	60	CY			\$ -	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	7	EA			\$ -	\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	8	EA			\$ -	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	6	EA			\$ -	\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	6	EA			\$ -	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	3	EA			\$ -	\$ 2,275.00	\$ 6,825.00	\$ 2,275.00	\$ 6,825.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	400	CY			\$ -	\$ 9.40	\$ 3,760.00	\$ 9.40	\$ 3,760.00	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA			\$ -	\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA			\$ -	\$ 3,550.00	\$ 49,700.00	\$ 3,550.00	\$ 49,700.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	320	LF			\$ -	\$ 29.25	\$ 9,360.00	\$ 29.25	\$ 9,360.00	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	16	LF			\$ -	\$ 55.00	\$ 880.00	\$ 55.00	\$ 880.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LS			\$ -	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	145	SY			\$ -	\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LS			\$ -	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF			\$ -	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00	\$ 2,380.00
WS-20	WWV GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	1,407	LF			\$ -	\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25	\$ 179,744.25
WS-21	WWV GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LF			\$ -	\$ 341.75	\$ 1,375,543.75	\$ 341.75	\$ 1,375,543.75	\$ 1,375,543.75
WS-22	WWV GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	260	LF			\$ -	\$ 210.00	\$ 54,600.00	\$ 210.00	\$ 54,600.00	\$ 54,600.00
WS-23	WWV GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	499	LF			\$ -	\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	265	LF			\$ -	\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	14	EA			\$ -	\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	7	EA			\$ -	\$ 12,556.00	\$ 87,892.00	\$ 12,556.00	\$ 87,892.00	\$ 87,892.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

		1,545	MILES	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
ITEM NO.	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS				\$ -	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 8.60	\$ 43,000.00	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 9.00	\$ 45,000.00	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY				\$ -	\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$3,263,794.04		\$ -	\$ 3,475,675.25	\$ 3,475,675.25	\$ 3,475,675.25	\$ 3,475,675.25

210 of 217

C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

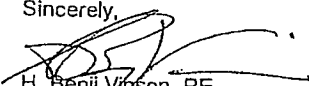
As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated "that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company" to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,


H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC

From: TONY EDWARDS <EDWARDST@rcgov.us>
To: SHAWN SALLEY
Date: 10/18/2016 4:52:23 PM
Subject: FW: Shop Road pHase I

Thanks,
Tony

TONY EDWARDS, PE | ASSISTANT DIRECTOR OF TRANSPORTATION | RICHLAND COUNTY GOVERNMENT
| (803) 726-6148

-----Original Message-----

From: David Beaty [mailto:dbeaty@richlandpenny.com]
Sent: Tuesday, October 18, 2016 12:34 PM
To: Rob Perry; TONY EDWARDS
Cc: Ross Tilton
Subject: FW: Shop Road pHase I

David Beaty, PE
Program Manager
Richland Penny Program
201 Arbor Lake Drive | Columbia, SC 29223
T: 1-844-RC PENNY | M: 803-261-7942 | D: 803-726-6159 www.richlandpenny.com

-----Original Message-----

From: Kathleen McDaniel [mailto:KathleenMcDaniel@callisontighe.com]
Sent: Tuesday, October 18, 2016 11:54 AM
To: Dale Collier
Cc: David Beaty; smithla@rcgov.us
Subject: FW: Shop Road pHase I

Mr. Collier,

I represent Richardson Construction, which bid on the Shop Road Extension Phase I project. I see that this matter is on the agenda for tonight's Richland County Council meeting. Richardson has some concerns about the fact that the recommendation to award the contract to Jackson. The first concern is that Jackson did not meet the SLBE requirement prior to bid opening but was permitted to do so after bidding in reliance on the "good faith effort" provision of the procurement. This is in contrast to Richardson being determined to be non-responsive and not being permitted to correct an inadvertent error on their bid regarding their SLBE contractor. It seems to me that the good faith effort provision has not been applied fairly as to Jackson and Richardson, despite the fact that the Richardson bid is \$1.1 million less than the Jackson bid.

In addition, Jackson included Sharpe's Contracting Services on their SLBE committal sheet, which is scheduled to be presented to Richland County Council tonight. This is on page 201 of the agenda packet. Per the email string below, Sharpe's Contracting Services has never communicated with Jackson about this project and has not quoted Jackson any bid to be used in their SLBE committal. Accordingly, it seems unwise to me to submit Jackson's bid using an estimate that was not obtained from Sharpe for county council's consideration.

Ultimately, I would argue that Richardson is the lowest responsive, responsible bidder and should be awarded

1/3/2017

the contract. At the very least, this matter needs to be addressed before it goes to Richland County Council for a vote, and it would seem to me that it should be taken off of the agenda for tonight's county council meeting.

I have copied David Beaty because he and I discussed this matter this morning. I have also copied the county attorney because he may have some thoughts about how this should be handled on tonight's agenda. I have worked with David before in condemnation matters, and I have utmost respect for him and your process. And I know you all have enough on your plates dealing with other penny tax matters, so I don't want to upset the good work that you are doing. I just want to make sure the process is handled fairly for my client and that you all have the information you need to do that.

I'll be in the office the rest of the day if you would like to discuss any of this further. My direct line is 803-404-6975 and my cell is 843-345-8865.

Sincerely,

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

P: 803.404.6900 F: 803.404.6901

Email: KathleenMcDaniel@callisontighe.com

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P Please consider your environmental responsibility before printing this e-mail.

-----Original Message-----

From: Joseph Richardson [mailto:jrichardson@richdirt.com]

Sent: Tuesday, October 18, 2016 11:29 AM

To: Kathleen McDaniel

Subject: FW: Shop Road pHase I

On 10/17/16, 8:47 PM, "Bill Sharpe" <sharpescontractingservices@yahoo.com> wrote:

>That is correct.

>

>Bill Sharpe

>Sharpe's Contracting Services, LLC.

>

>(803) 960-4247 cell

>(866) 312-1707 fax

>

1/3/2017

>

>Sent from my iPhone

>

>> On Oct 17, 2016, at 8:41 PM, Joseph Richardson <jrichardson@richdirt.com> wrote:

>>

>> Per our conversation earlier today, am I understanding you right that you have not communicated with Cr Jackson or quoted them or any other bidder than Richardson Construction regarding the Shop Road project?

>>

>> Joseph Richardson

>> Richardson Construction Company

>> PO Box 3489

>> Columbia, SC 29230

>> (o)803-786-9741

>> (c) 803-530-3139

>>

>

1/3/2017

RCC - 223



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM 11-3

To: Council Members
From: Gerald Seals, Interim County Administrator
Date: December 2, 2016
Subject: Rescinding Council Memorandum 10-4

Purpose:

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

Background:

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction.
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

Corrective Actions:

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

In the Spirit of Excellence,

Gerald Seals

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

December 5, 2016

(via hand-delivery)

Richland County Procurement Review Panel
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Handwritten initials
2016 DEC -5 PM 12:58
RICHLAND COUNTY
PROCUREMENT DEPT.

Dear Procurement Review Panel:

I represent Richardson Construction Company (Richardson) in their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. In an effort to preserve all arguments and grounds that might otherwise be waived, Richardson submits this appeal of the following matters:

1. Decision of County staff to recommend awarding the contract for Shop Road Extension Phase 1 Construction to McClam & Associates, Inc. and
2. Policy decision of Interim County Administrator that permitting any correction of a bid after bid opening is inconsistent with the Richland County Procurement Ordinance.

The Procurement Review Panel has the authority to hear this appeal pursuant to the Richland County Procurement Code, which provides:

There is hereby created the Richland County procurement review panel (review panel) which shall be charged with the responsibility of providing an administrative review of . . . any other **decision, policy** or procedure arising from or concerning the expenditure of county funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of this code and regulations.

Richland County Code § 2-621.4(a) (emphasis added). In this case, Richardson appeals a decision and policy arising from the expenditure of County funds for construction.

As stated above, this appeal arises from County's procurement process for the construction of an extension to Shop Road. Richardson and two other bidders submitted bids in response to an invitation to bid for the project, and those bids were opened on September 14, 2016. On October 11, 2016, the Penny Tax Program Development Team (PDT) recommended that C.R. Jackson be awarded the contract. However, after Richardson voiced concerns about that recommendation, a decision by the County Council was deferred. On October 31, 2016, Richardson provided County attorney, Larry Smith, Esq., with a legal analysis of why the County should and could award the contract to Richardson. A copy of that correspondence is attached



STATEMENT OF INTENT TO AWARD

Solicitation: PDT-290-IFB-2016
Advertisement Date: July 20, 2016
Bid Opening Date: September 14, 2016
Description: Shop Road Extension Phase 1
Awarded To: McClam & Associates, Inc.
Contract Amount: \$24,539,282.95
Date of Award: December 7, 2016

Richland County intends to award the above referenced Contract effective 10:00 A.M. on December 18, 2016. This is a statement of intent to award a Contract and becomes the official statement of award unless otherwise suspended or canceled.

Contractor is cautioned not to begin work on the Contract or incur any costs associated with the Contract prior to the effective date of the contract. Richland County assumes no liability for the expenses incurred by the Contractor prior to the effective date of the Contract.

Intent to Award issued by:
Richland PDT
201 Arbor Lake Drive
Columbia, SC 29223

A handwritten signature in cursive script, appearing to read 'Dale Collier'.

Dale Collier, Procurement Manager

Contract Number: PDT-290-CN-2016
Contract Period: The project shall be substantially complete by
September 16, 2018 from the issuance of a Notice to Proceed.

Dale Collier
Richland PDT Representative
Richland Penny Procurement Director

Cc: Janet Jones, Richland PDT

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

RICHLAND COUNTY
PROCUREMENT DEPARTMENT
2016 DEC 16 PM 4:22
CALLISON TIGHE

December 16, 2016

(via hand-delivery)

Richland County Director of Procurement
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204

**Re: Shop Road Extension Phase I Construction contract award protest
CTR file number: 6344.012**

Dear Director of Procurement:

I represent Richardson Construction Company (Richardson) in their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction (Shop Road Project). Pursuant to Richland County Code Section 2-621.1(a), Richardson submits this protest of the intended award of the Shop Road Project contract to McClam & Associates, Inc. Richardson is an actual bidder on the Shop Road Project who was aggrieved in the proposed award of the Shop Road Project contract to McClam & Associates, Inc. instead of to Richardson. This basis for this protest is as follows.

In September 2016, the bids for the Shop Road Project were opened. Richardson's bid was lower than the bid of McClam & Associates, Inc. by \$3 million. Richardson's bid directed more than \$1.1 million more to the disadvantaged and small local business community. Nevertheless, Richland County staff recommended to Richland County Council that the contract be awarded to McClam & Associates, Inc. rather than Richardson. This was because Richland County took the position that Richland County would not permit an immaterial correction to Richardson's bid that had no effect on the price of the work to be done or the quality of work.

After learning of Richland County staff's recommendation to Richland County Council, Richardson filed an appeal on December 6, 2016, pursuant to Richland County Code Section 2-621.4(a), with the Richland County Procurement Review Panel appealing the following matters:

1. Decision of County staff to recommend awarding the contract for Shop Road Extension Phase 1 Construction to McClam & Associates, Inc. and
2. Policy decision of Interim County Administrator that permitting any correction of a bid after bid opening is inconsistent with the Richland County Procurement Ordinance.

Representatives of Richardson attended the Richland County Council meeting on the evening of December 6, 2016, and requested that a vote on the award of the Shop Road Project contract be deferred until Richardson's appeal could be heard by the Procurement Review Panel. That request was denied, and Richland County Council voted on December 6, 2016, to award the Shop Road Project contract to McClam & Associates, Inc.

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

C/A NO.: 2016-CP-40-07353

Richardson Construction Company, Inc.,)

Plaintiff,)

ORDER

v.)

Richland County, a political subdivision,
and McClam & Associates, Inc.)

Defendants.)

RICHLAND COUNTY
FILED
2016 DEC 16 PM 3:54
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

This matter came before this Court for hearing on December 16, 2016, on the request for a Temporary Restraining Order by Plaintiff Richardson Construction Company, Inc. Present at the hearing were Kathleen McDaniel, counsel for Richardson Construction Company, Inc., and Ned Nicholson, counsel for Richland County.

Prior to the hearing, Richardson Construction Company, Inc. and Richland County reached an agreement obviating the need for the Temporary Restraining Order. That agreement is as follows:

1. Richland County will not sign a contract to award the Shop Road Extension Phase 1 project to McClam & Associates, Inc. on Sunday, December 18, 2016, as Richardson Construction Company, Inc. had previously understood Richland County intended to do.
2. Richland County is not yet in receipt of the bonds and certificate of insurance from McClam & Associates, Inc., which items are necessary to proceed with the award of the contract, and Richland County does not expect to receive these until sometime next week or thereafter.

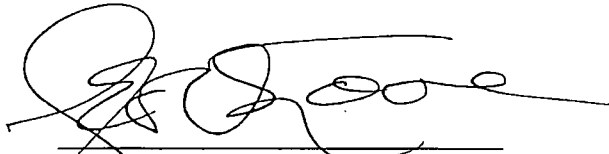
3. Richland County will give Richardson Construction Company, Inc. twenty-four hours' notice before Richland County intends to sign a contract with McClam & Associates, Inc. on the Shop Road Extension Phase 1 project.

4. Richland County and Richardson Construction Company, Inc. agree to work with the Richland County Court of Common Pleas to set a hearing the week of December 19, 2016, on Richardson Construction Company, Inc.'s request for a temporary injunction as requested in the Complaint in this matter.

5. Based upon the foregoing, Richardson Construction Company, Inc. has withdrawn its request for a Temporary Restraining Order because the same is no longer necessary at this time.

I find that the agreement between Richardson Construction Company, Inc. and Richland County resolves the matter of the Temporary Restraining Order, and the same is approved and shall become the Order of this Court.

AND IT IS SO ORDERED.


The Honorable Jean H. Toal
Presiding Judge, Fifth Judicial Circuit

Columbia, South Carolina

December 16, 2016

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
RICHARDSON CONSTR. CO. INC.,

Plaintiff,

v.

RICHLAND COUNTY, AND
MCCLAM & ASSOCIATES, INC.,

Defendants.

IN THE COURT OF COMMON PLEAS

Docket No.: 2016-CP-40-7353

**AFFIDAVIT OF
CHRISTY SWOFFORD
IN OPPOSITION TO
MOTION FOR
TEMPORARY INJUNCTION**

2016 DEC 21 PM 12:58
JEANETTE W. MCBRIDE
C.P. & C.S.
RICHLAND COUNTY
FILED

I, Christy Swofford, declare under penalty of perjury under the laws of the State of South Carolina that the following is true and correct to the best of my knowledge.

1. I am employed by Richland County as the Assistant Director of Procurement and Contracting, and I have personal knowledge of the matters testified to below.
2. I am currently the acting Richland County Procurement Director. I have been employed in the Richland County Procurement Department for 19+ years.
3. My duties as acting Procurement Director include, but are not limited to, the following:
 - (1) Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement;
 - (2) Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the county administrator;

4. Richland County Code Sec. 2-598 requires that all purchases be made with consideration of the fairest selection of a vendor. This provision applies to all vendors, regardless of bid amount.

5. Richardson Construction Company, Inc. ("Richardson") responded to Richland County's Invitation for Bids (PDT-290-IFB-2016) (the "IFB") for the Shop Road Extension Phase I Penny Sales Tax road project (the "Project").

6. The bids for the Project were opened by the Richland County PDT team on Wednesday, September 14, 2016, in the Richland County Procurement Office.

7. The Project IFB required 4.37% SLBE (Small Local Business Enterprise) participation and the inclusion of the SLBE Participation Sheet, which was included as page 40 of the IFB. (See a true and correct copy of the first 55 pages of the 1695 page IFB attached at Exhibit A.) The SLBE Participation sheet requires the bidder "to complete the SLBE Identification Forms and submit it with the Proposal." Further, the SLBE Participation Sheet requires the bidder to identify the name, address, scope or type of work that SLBE will be performing, and estimated percentage of total contract price. The SLBE identified "must be certified in accordance with the certification program of the Richland County Government."

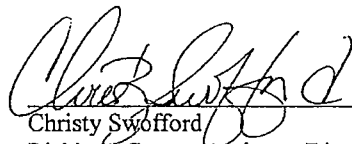
8. At bid opening, Richardson's bid identified LAD, Inc. as its certified SLBE vendor (see a true and correct copy attached at Exhibit B). LAD, Inc. is not a Certified SLBE vendor and does not fulfill the bid requirement. The SLBE Participation Sheet provided with Richardson's bid, which included LAD, Inc. as its SLBE vendor, was signed and sworn under oath, under penalty of perjury.

9. Five days after bid opening, Richardson stated that its SLBE submission was in error and submitted documentation for a Certified SLBE vendor.

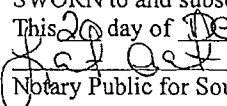
10. After reviewing the bid submissions and consideration of the PDT recommendation and the facts, I, in my capacity as acting Procurement Director and in accordance with the Richland County Code of Ordinances, deemed Richardson to be non-responsive based on its material failure to comply with the bid specifications by the failure to submit a Certified SLBE in the bid submission (at bid opening), as required by the IFB and by Richland County ordinances. As a part of the decision to deem Richardson non-responsive, and in fairness to all vendors, I denied Richardson's second SLBE submittal which was received after bid opening.

11. I, as the acting Procurement Director, and pursuant to the Richland County Code of Ordinances, have the discretion to waive non-material errors in a bid submission; however, I find the failure to meet an important bid requirement and making a false statement under oath to be a material failure, and any waiver would be contrary to the ordinances of Richland County, the spirit of those ordinances, and prejudicial to the other bidders.

12. The making of a false statement under oath is not a non-material, technical failure, but rather a substantial violation calling into question the validity of the entire Richardson submission.


Christy Swofford
Richland County Assistant Director of Procurement
and Contracting

Columbia, South Carolina
December 20, 2016

SWORN to and subscribed before me
This 20 day of Dec, 2016.

Notary Public for South Carolina

MY COMMISSION EXPIRES
FEBRUARY 17, 2019

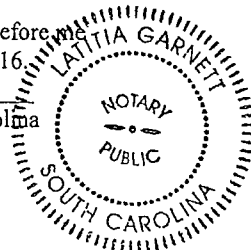


EXHIBIT A

PROJECT MANUAL
SHOP ROAD EXTENSION PHASE I

PDT-290-IFB-2016

**RICHLAND COUNTY SALES TAX TRANSPORTATION
IMPROVEMENT PROGRAM**

RICHLAND COUNTY, SOUTH CAROLINA



OWNER:	RICHLAND COUNTY, SOUTH CAROLINA 2020 HAMPTON STREET COLUMBIA, SC 29204
ENGINEER:	CDM SMITH 1441 MAIN STREET SUITE 1000 COLUMBIA, SC 29201
PROGRAM MANAGER:	RICHLAND PDT 201 ARBOR LAKE DRIVE COLUMBIA, SC 29223
DATE:	July 20, 2016

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PRECAST REINFORCED CONCRETE FLOORLESS CULVERT SPECIAL PROVISIONS
TRAFFIC CONTROL AND MAINTENANCE OF TRAFFIC
DAM CONSOLIDATED SPECIAL PROVISIONS
SCDOT TRAFFIC SIGNAL SPECIAL PROVISIONS
UTILITY RELOCATION NO. 1
UTILITY RELOCATION NO. 2

CONTRACT DOCUMENTS AND REPORTS

FORM OF CONTRACT
COMPLETION OF WORK AND PROJECT CLOSEOUT
AFFIDAVIT OF PAYMENT
FINAL WAIVER OF LIEN
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CONSENT OF SURETY TO FINAL PAYMENT
DBE CLOSEOUT REPORT
SLBE CLOSEOUT REPORT

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BRANCH
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SUBDIVISION DEVELOPMENT
PRELIMINARY CULVERT GEOTECHNICAL REPORT
RIGHT-OF-WAY PERMISSIONS
FINAL UTILITY REPORT
NOI SWPPP SUBMITTAL
SHOP ROAD EXTENSION GEOTECHNICAL REPORT
USACE PERMIT APPLICATION SUBMITTAL



(1) INVITATION FOR BIDS

RICHLAND COUNTY, South Carolina is soliciting sealed bids through Richland PDT, the Program Manager, from licensed Contractors for the **Shop Road Extension Phase I** construction, as a part of the Richland County Sales Tax Transportation Improvement Program. Licensed contractors must be pre-qualified as a Prime Contractor by the SCDOT to bid on this project.

Richland County intends to award a contract to one responsive and responsible contractor. The contractor must be able to perform the services and furnish the goods necessary to meet or exceed all requirements described in this IFB. Bids received from persons or entities that do not meet the requirements will be rejected as non-responsive.

The DBE goal for this Project is 7.0%. See section 107 for requirement. Accordingly, the Contractor will complete the DBE Participation Sheet included in this document and accompany it with his Application for Payment each month.

The SLBE goal for this Project is 4.37%. Accordingly, the Contractor will complete the SLBE Participation Sheet included in this document and accompany it with his Application for Payment each month.

Sealed bids clearly marked "**Shop Road Extension Phase I Bid No. PDT-290-IFB-2016**" shall be accepted by the Richland County Office of Procurement, 2020 Hampton Street, Suite 3064, PO Box 192, Columbia, SC 29202 until 2:00 PM, local time, **Wednesday, September 14, 2016**, where bids will be opened and read. Bids will not be accepted after the above date and time.

A complete set of bid documents may be obtained at TPM (The Print Machine), 1241 Assembly Street, Columbia, SC 29201, (803) 252-4770, <http://www.tpm-columbia.com>, at the Bidder's expense. A complete set of documents may also be downloaded from the Richland Penny website: <http://http://www.richlandpenny.com/doingbusiness/open-bids/>, and at the office of the Richland PDT, 201 Arbor Lake Drive, Columbia, SC 29223.

The work under this Contract will consist of:

- A. An extension of existing Shop Road from approximately 600' west of SC-768 (Pineview Rd.) to S-40-960 (Longwood Rd.).
- B. The Project Documents shall consist of drawings prepared by CDM Smith, the Project Manual, and all related SCDOT Standard Specifications for Highway Construction (2007 edition).
- C. The Work consists of complete Sitework and Traffic Control including, but not limited to: clearing and grubbing, demolition, unclassified excavation, borrow excavation, sub-base, asphalt base, intermediate and surface course, binder, milling of existing asphalt, milled-in rumble strip, Portland cement concrete paving, diamond grinding of concrete paving, pavement markings, signage, temporary concrete barriers, traffic signalization, storm drainage piping and structures, concrete curbs and sidewalks, underdrains, geotextile fabric, steel guardrails, landscaping and grassing,

erosion control measures and construction of a new dam with concrete riser spillway, emergency spillway and outlet pipe.

- D. The project shall be **Substantially Complete by September 16, 2018** six hundred seventy one (671) calendar days from the issuance of a Notice to Proceed dated November 14, 2016.
- E. The Pre-construction Conference for the low bidder and other stakeholders will be held on Tuesday, November 8, 2016, @ 10:00 AM at the Richland PDT office located at 201 Arbor Lake Drive, Columbia, SC 29223. The lower bidder shall have representatives present at this meeting.

NOTICE TO BIDDERS: There will be a Mandatory Pre-Bid Conference on Wednesday, August 10, 2016 @ 10:00 AM at the Richland PDT Office located at 201 Arbor Lake Drive, Columbia, South Carolina, 29223. Prime Contractors who intend to submit a bid for the work must be present at this Pre-Bid Conference. Subcontractors are not required to attend. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

All changes to the bid documents will be addressed through addendum. Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract. There will be restrictions of work hours on and around normally observed holidays. All amendments to and interpretations of this solicitation shall be in writing and issued by Dale Collier, the Procurement Manager of the Richland PDT.

Bidders must be legally qualified under the provisions of the South Carolina Contractors Licensing Law. Bids shall remain valid for one hundred and twenty (120) days after opening of bids. Bids must be sealed with name and address of Bidder, Contractor's License Number and accompanied by a bid guaranty of 5 percent (5%) of the amount of the bid either in the form of a bid bond from a surety licensed to do business in the State of South Carolina or a certified check made out to Richland County. The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the amount of 100 percent (100%) of the contract amount, on forms acceptable to the County.

Richland County reserves the right to reject any and all bids, portions thereof, to waive minor technicalities and informalities, and to award the project to the most responsive and responsible bidder, deemed to be in the County's best interests.

(2) INSTRUCTIONS TO BIDDERS

1. Only one copy of bid form is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the purchasing office at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid form, enter bidder's name thereon.
4. Submit your signed bid on the bidder's schedule provided. Show bid number on envelope as instructed. Richland County assumes no responsibility for unmarked or improperly marked envelopes.
5. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
6. This solicitation does not commit the County of Richland to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
7. CORRECTION OF ERRORS ON THE BID FORM: All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
8. NOTIFICATION: In order to receive a copy of the bid tabulation or notification of Intent to Award/Statement of Award you must enclose a self-addressed stamped envelope. Notification will not automatically be provided. Intent to Award/Statement of Award will be publicly posted on the Richland PDT website – www.richlandpenny.com.
9. RIGHT TO PROTEST: Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation for Bids, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the procurement manager within ten (10) calendar days of the notification of intent to award or statement of award.
10. IRAN DIVESTMENT ACT: By submission of this bid/proposal, the bidder/proposer as the prime contractor/consultant/vendor does hereby certify his compliance to the following:
 - a) CERTIFICATION: (a) The Iran Divestment Act List is a list published pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm> (.). Section 11-57-310 requires the government to provide a person ninety days (90) written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the Richland County to award a contract to you. (b) By signing your Offer, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Richland

County immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List.

- b) GOING OBLIGATIONS: (a) You must notify Richland County immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
 - c) OPTION TO RENEW RESTRICTION: Contractor acknowledges that, unless excused by Section 11-57-320, if the contractor is on the then-current Iran Divestment Act List as of the date of any contract renewal, the renewal will be void ab initio.
11. REFERENCES: For the purposes of this Contract references to the Department shall refer to Richland County. References to "Deputy Secretary of Engineering", "Engineer", "Resident Construction Engineer", "Director of Traffic Engineering", "County Transportation Engineer" or "Engineer's Representative" shall refer to "Richland County's Director of Transportation" or his designee.

(3) GENERAL CONDITIONS

1. DEFAULT: In case of default by the contractor, the County reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
2. NON-APPROPRIATION: Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. INDEMNIFICATION: The contractor agrees to indemnify and save harmless the County of Richland and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the County or failure of the County to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to the PDT Construction Engineer Services Manager by calling 803-726-6157 or 803-726-6170. Copies of all correspondence concerning this contract shall be sent to the PDT Procurement Office, 201 Arbor Lake Drive, Columbia, SC 29223.
5. FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
6. PUBLICITY RELEASES: Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of the County. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the County. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
7. QUALITY OF PRODUCT: Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
8. S.C. LAW CLAUSE: Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from

requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of Richland County.
10. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
11. BIDDING CONDITION OF PRICE: All bid prices submitted shall remain effective for a minimum period of 120 days, unless otherwise stated. The County reserves the right to make additional purchases at the submitted bid prices, during the specified period.
12. S.C. SALES TAX: Lump sum bids shall include sales tax in bid price unless otherwise noted. *By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County your compliance.*

Non-resident contractors (service/labor providers) and rental recipients must provide an affidavit that the non-resident is registered with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office (See Form I-312 Non-resident Taxpayer Registration Affidavit, Income Tax Withholding). Reference South Carolina Withholding Tax Amendments Code Section 12-9-310 (A)(3).

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 737-4872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.

13. BID REQUIREMENTS: Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Richland County will determine if minor deviations from these features are acceptable.
14. CONTRACT: This bid and submitted documents, when properly accepted by Richland County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Richland County. No different or additional terms will become a part of this contract with the exception of a Change Order.
15. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the PDT Procurement Manager.
16. ADDENDUM: All addendum to and interpretations of this solicitation shall be in writing and issued by the Procurement Manager of Richland County. Richland County shall not be legally bound by any amendment or interpretation that is not in writing.

17. **BID EVALUATION:** Bids received will be evaluated by the PDT Procurement Manager or designee. However, based on bid total, final decision for bid award may rest with the Richland County Director of Transportation or the Richland County Council. Factors to be considered during the evaluation process include, but are not limited to, cost, qualifications, reputation and dependability of the contractor.
18. **ARBITRATION:** Under no circumstances and with no exception will Richland County act as arbitrator between the Contractor and any subcontractor.

(4) GENERAL PROVISIONS

1. The County of Richland reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation. If the Offeror miscalculates the extended price, the unit price will govern.
3. PROHIBITION OF GRATUITIES: Amended section 8-13-420 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. BIDDERS' QUALIFICATION: Bidders must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County reserves the right to make the final determination as to the bidder's ability to provide the products or services requested herein.
5. BIDDERS RESPONSIBILITY: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
6. AWARD CRITERIA: To be considered responsive and responsible for this project, all Bidders must meet or exceed the following Minimum Qualifications:
 - a) The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids.
 - b) All things considered equal, tie bids will be resolved by the flip of the coin or awarded to the Richland County vendor, whichever the case may be.
7. WAIVER: The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the County.
8. COMPETITION: This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the Procurement Office in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
9. REJECTION: Richland County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the County.

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name _____

Bidder's License Number _____

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm; or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE I					
BID FORM					
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1		
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1		
1052000	UTILITY RELOCATION NO. 1	EA	1		
1052000	UTILITY RELOCATION NO. 2	EA	1		
1071000	TRAFFIC CONTROL	LS	1		
1080300	CPM PROGRESS SCHEDULE	LS	1		
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1		
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1		
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400		
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50		
2031000	UNCLASSIFIED EXCAVATION	CY	67,191		
2033000	BORROW EXCAVATION	CY	104,808		
2033100	BORROW PIT SETUP	LS	1		

2034000	MUCK EXCAVATION	CY	1,500		
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475		
2081001	FINE GRADING	SY	77,500		
3069900	MAINTENANCE STONE	TON	400		
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603		
4011004	LIQUID ASPHALT BINDER PG64-62	TON	888		
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655		
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140		
4019000	MILLED-IN RUMBLE STRIP	MI	2		
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509		
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377		
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250		
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55		
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852		
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000		
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000		
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40		
6041200	BARRICADE - TYPE 3	LF	60		
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552		
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1		

6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256		
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006		
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698		
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6		
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2		
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000		
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580		
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528		
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676		
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031		
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20		
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20		
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960		
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120		
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150		
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592		
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011		
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664		
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10		

6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8		
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890		
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324		
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300		
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000		
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	SF	417.25		
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3		
6531210	U-SECTION POST FOR SIGN SUPPORTS – 3P	LF	1,040		
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300		
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100		
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20		
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR – GRAY	LF	1,400		
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700		
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR – GRAY	LF	700		
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400		
6780495	SAWCUT FOR LOOP DETECTOR	LF	200		
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1		
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15		
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4		

6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500		
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2		
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1		
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1		
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1		
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH TRAFFIC SIGNAL	EA	1		
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10		
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8		
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12		
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1		
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1		
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1		
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24		
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4		
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851		
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253		
7141116	36" RC PIPE CUL. - CLASS III	LF	714		
714111C	72" RC PIPE CUL. - CLASS III	LF	160		
7143642	42" SMOOTH WALL PIPE	LF	48		

7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1		
7191605	CATCH BASIN - TYPE 16	EA	4		
7192020	DROP INLET (24" X 36")	EA	2		
7192040	DROP INLET TYPE 112	EA	22		
7192105	MANHOLE	EA	5		
7192260	48" X 48" JUNCTION BOX	EA	5		
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895		
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60		
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408		
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207		
7206000	CONCRETE MEDIAN	SY	415		
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77		
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98		
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1		
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500		
8021204	4" PERFORATED UNDERDRAIN	LF	1,500		
8034060	6" PIPE SLOPE DRAIN	LF	200		
8041020	RIP-RAP CLASS B	TON	764		
8041030	RIP-RAP CLASS C	TON	208		
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357		

8051100	STEEL BEAM GUARDRAIL	LF	4,212.5		
8052210	END ANCHOR - TYPE B	EA	6		
8053250	THRIE BEAM G.R. BRIDGE CONN.	EA	4		
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4		
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40		
8091050	RIGHT OF WAY PLAT	LS	1		
8100100	PERMANENT COVER	AC	38.8		
8100200	TEMPORARY COVER	AC	20		
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40		
8104005	FERTILIZER (NITROGEN)	LB	3,200		
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200		
8104015	FERTILIZER (POTASH)	LB	3,200		
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000		
8109050	SELECTIVE WATERING	GAL	271,500		
8109901	MOWING	AC	104		
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11		
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23		
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27		
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38		
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39		

81111X X	FRINGE TREE () 8' HIGH B & B	EA	25		
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5		
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5		
8153000	SILT FENCE	LF	19,292		
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929		
8154011	POROUS BAFFLE	LF	150		
8154012	FLOATING SKIMMER	EA	1		
8154000	SILT BASINS	CY	2,039		
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600		
8156300	SEDIMENT DAM RIP-RAP	TON	460		
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00		
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925		
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1		
8161100	AGGREGATE DIAPHRAGM	CY	22		
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00		
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31		
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67		
8152004	INLET STRUCTURE FILTER – TYPE F (WEIGHTED)	LF	32		
8152006	INLET STRUCTURE FILTER – TYPE F (NON-WEIGHTED)	LF	32		
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215		

8156200	CLEANING INLET STRUCTURE FILTERS	EA	26		
8156210	INLET STRUCTURE FILTER – TYPE B	EA	23		
8157008	TEMPORARY SLOPE DRAIN – 8"	LF	200		
8990523	CONSTRUCTION OF NEW DAM	LS	1		
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1		
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90		
8990556	STEEL CASING PIPE	LF	808		
9607006	STORMWATER BASIN RISERS	LS	1		
	SUBTOTAL - SHOP ROAD EXTENSION				

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE					
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170		
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682		
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650		
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30		
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160		
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565		
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650		
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30		
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160		
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565		
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81		
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				

	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000					
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100		
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815		
3	TEE - 16-INCH x 16-INCH, MJ	EA	4		
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2		
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	7		
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1		
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3		
8	GATE VALVES W/BOX - 16-INCH	EA	11		
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1		
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3		
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1		
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170		
14	FLOWABLE FILL AND FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	LF	110		
	SUBTOTAL - CONSTRUCTION				
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180		
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180		
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000					
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1		
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567		
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570		
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123		
WS-5	FLOWABLE FILL	CY	60		
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7		
WS-7	16-INCH DIP END CAP	EA	8		
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6		
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6		
WS-10	AIR RELEASE VALVE	EA	3		
WS-11	BORE PIT EXCAVATION	CY	400		
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7		
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14		
WS-14	CHAIN LINK FENCE	LF	320		
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16		
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1		
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145		
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1		
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340		
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407		
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025		
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260		

WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499		
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265		
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14		
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7		
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1		
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000		
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000		
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000		
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000	MOBILIZATION	LS	1
1050800	CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000	TRAFFIC CONTROL	LS	1
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000	SILT FENCE	LF	12,892
8153090	REPLACE/REPAIR SILT FENCE	LF	1,289
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100	PERMANENT COVER	AC	6.82
8156210	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME

INDIVIDUAL'S SIGNATURE

CONTRACTOR'S ADDRESS

CITY, STATE, ZIP

(6) AFFIDAVIT

STATE OF _____

COUNTY OF _____

Personally appeared before me _____ who being first duly sworn say that he is a member of the firm of _____ and further says that his firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have been complied with and further agrees, on behalf of himself, his firm, association or corporation, that in any subsequent prosecution for perjury of him, his firm, association or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

SWORN to before me this _____

Company

day of _____, 20__.

Notary Public for _____

Legal Signature

(7) DECLARATION

I certify that I am an officer of the firm listed below and under penalty of perjury under the laws of the United States and South Carolina declare that this firm, association or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Company

Legal Signature

It is further proposed:

To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums, to be agreed upon in writing prior to starting such extra work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the form of Contract within Ten (10) days from the date of notice of award of contract from Richland PDT, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Contract Documents.

To furnish a Performance Bond in the full amount of the contract and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this Contract to be done in accordance with the Specifications and in good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

To furnish a statement, on demand of the County, showing financial and general responsibility.

It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing this bond will, upon demand, forthwith make payment to the Richland County Treasurer's Office of the total amount of the bond.

The County reserves the right, should tie bids be received, to choose the low bid by chance.

Seal

Signed: _____

(Officer)

(Company)

(Address)

Name	Title	Address

Incorporated under the laws of the State of: _____

Remittance Address:

City, State, Zip

e-mail address

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

(8) COMMERCIAL NONDISCRIMINATION CERTIFICATION

The undersigned Offeror hereby certifies and agrees that the following information is correct: In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Ordinance, Section 2-647: to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor supplier commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. With limiting the foregoing, "discrimination" also includes retaliating against any person or to her entity for reporting any incident of "discrimination." With limiting any provisions of the solicitation for response son this project, it is understood and agreed that, if this certification is false, such false certification will constitute ground for the County to reject et he response submitted by the Offeror on this project , and termination of any Contract awarded based on the response. As part of the its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudication determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its Subcontractors, vendors, supplier or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County's Commercial Nondiscrimination Policy as described under its Commercial Nondiscrimination Ordinance, Section 2-647, and further agrees to cooperate fully with the County in its inquiries relating to compliance with this policy.

By: _____

Its: _____

SWORN to before me

This _____ day of _____, 20__.

Notary Public for South Carolina

My Commission Expires: _____

(9) PROMPT PAYMENT CLAUSE

- (1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from Richland County. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when Richland County pays the Contractor for that work item.
- (2) The Contractor may withhold as retainage up to ten (10%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when Richland County accepts the last work item of the subcontract. The Contractor must release to the subcontractor any retainage withheld within seven (7) calendar days from the date the Contractor receives payment from Richland County for the last work item of the subcontract or within seven (7) days from Richland County's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Richland PDT, the Contractor may continue to withhold the retainage.
- (3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to Richland County that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, in accordance with sections 1 and 2.
- (4) Failure to comply with any of the above provisions shall result in one or more of the following sanctions: (1) no further payments to the Contractor unless and until compliance is achieved; (2) the Contractor being placed in default; and/or (3) the Contractor being declared delinquent, such delinquency being subject to procedures and penalties provided in 108.08 of the Standard Specifications.

(10) CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. *By submission of a signed bid, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.* I further certify that this bid is good for a period of one hundred and twenty (120) days, unless otherwise stated.

Company Name (as registered with the IRS)

Authorized Signature

Company Address

Printed Name

City, State, Zip

Title

CONTRACTOR'S BIDDERS LICENSE # _____

CONTRACTOR'S LICENSE # _____

Remittance Address:

City, State, Zip

e-mail address

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales Tax Number

(11) ESTABLISHMENT OF A DRUG FREE WORK PLACE

In accordance with Section 44-107-30, South Carolina Code of Law, 1976, as amended, and as a condition precedent to the Award of the Contract, the BIDDER, (hereinafter the Contractor), CERTIFIES on behalf of the Contract that the Contractor will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations 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 person'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 item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment on the Contract, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) notifying Richland County within ten (10) days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required on Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

(12) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT

IF THIS PROJECT DISTURBS 1 ACRE OR MORE (ANYWHERE IN THE STATE) OR DISTURBS ½ ACRE OR MORE WITHIN ½ MILE OF A RECEIVING WATERBODY IN ONE OF THE EIGHT COASTAL COUNTIES (HORRY, GEORGETOWN, BERKELEY, DORCHESTER, CHARLESTON, COLLETON, BEAUFORT AND JASPER), I ACCEPT the terms and conditions of the Storm Water Pollution Prevention Plan (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, I UNDERSTAND that I have become co-permittee 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, are legally accountable to the S.C. Department of Health and Environmental Control (DHEC), under the authorities of the Clean Water Act (CWA) and the S.C. Pollution Control Act, to ensure compliance with the terms and conditions of the SWPPP. I ALSO UNDERSTAND that the 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 CERTIFY that I am receiving co-permittee status to the aforementioned general NPDES permit.

I FURTHER CERTIFY that the above requirement will be made part of any Subcontract Agreement involved with this project. In the event the SWPPP is amended by the owner, such amendments shall be incorporated into the plan and the Contractors and Subcontractors shall acknowledge by their signature.

FAILURE TO PERFORM THE ABOVE SELECTIONS AND REQUIREMENTS OR TO EXECUTE THE CERTIFICATION BELOW, WILL MAKE THE BID NON-RESPONSIVE AND NOT ELIGIBLE FOR AWARD CONSIDERATION.

I HEREBY ACKNOWLEDGE THAT ALL REQUIREMENTS INCLUDED IN THE PROPOSAL; ADDENDUMS, AMENDMENTS, PLANS, STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS ARE PART OF THIS BID AND CONTRACT.

IN ACCORDANCE WITH THE PROVISIONS OF S.C.CODE ANN.§§ 39-3-10 ET.SEQ., 39-5-10 ET.SEQ., 15 U.S.C. §45; 23 C.F.R.§635.112(F); AND 28U.S.C.§1746, THAT I AM AN OFFICER OF THE BIDDING FIRM AND, UNDER PENALTY OF PERJURY UNDER THE LAWS

OF THE UNITED STATES AND SOUTH CAROLINA, DECLARE, BY MY CERTIFICATION BELOW, THAT THE FOLLOWING IS TRUE AND CORRECT, AND FURTHER, THAT THIS FIRM, ASSOCIATION OR CORPORATION HAS NOT, EITHER DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE SUBMISSION OF A BID PROPOSAL ON THE ABOVE REFERENCED PROJECT.

BY CHECKING THIS BOX ☐ , I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND ACKNOWLEDGE ALL OF THE ABOVE STATEMENTS.

Executed on _____, 20__.

Signed: _____

(Officer/Bidder)

(Title)

(Company)

(Address)

SEAL

(13) **DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET**

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(f) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)			⁵ Dollar Value
		Item	Qty.	Unit	

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

Name

Title:

(14) DBE QUARTERLY REPORT

Prime Contractor: _____ Required DBE Goal %: _____

Project Name: _____ Project No.: _____

Contract Amount: _____ Goal Dollar Amount: _____

Committed Percent: _____ Committed Dollar Amount: _____

Committed % Paid to Date: _____ Total % Paid to Date: _____

Non-Committed % Paid to Date: _____

DBE Sub Name							Quarter Totals
Subcontract Type							
Subcontract Amount							
% of Commitment Paid							
2015							
2016							
2017							
2018							
2019							
2020							
Totals							

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%2019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1.Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract

I The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this ____ day of _____, 20__.

Company

Legal Signature

Notary Public for _____ My Commission Expires: _____

(16) STATEMENT OF ASSURANCE, COMPLIANCE AND NON-COLLUSION

State of () County of)

, being first duly sworn, deposes and says that:

- 1 The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- 2 The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm: _____

Name of Agent: _____

Signature _____

Title _____ &

Address: _____

City, State _____ &
Zip: _____

Telephone: _____ Fax: _____ e-

mail: _____

Subscribed and sworn to me this _____ day of _____, 20____.

_____ My commission
expires: (Title)

(17) **ILLEGAL IMMIGRATION (NOV 2008)**

By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

(18) LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name & License #</u>	<u>Address/Location</u>

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents

SUPERINTENDENT, PRIME CONTRACTOR

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

Print Superintendent's Name

BIDDER: _____

SIGNATURE: _____

(19) BIDDER'S CHECKLIST

Bidder is acknowledging that the following items have been provided with the bid/proposal.

- _____ Bid Bond
- _____ Affidavit
- _____ Declaration
- _____ Certifications
- _____ Certificate of Familiarity
- _____ State of Assurance, Compliance and Non-Collusion
- _____ Drug Free Workplace
- _____ Small Local Business Enterprise (SLBE) Participation Form
- _____ Disadvantaged Business Enterprises (DBE) Participation Sheet
- _____ Listing of Subcontractors
- _____ Commercial Nondiscrimination Certification
- _____ National Pollutant Discharge Elimination System Permit
- _____ Acknowledgement of Addenda (if applicable)

#1 _____ #4 _____

#2 _____ #5 _____

#3 _____ #6 _____

COMPANY _____

AUTHORIZED SIGNATURE _____

(20) BOND REQUIREMENTS

BID BOND: Each offeror shall submit with his Bid a Bid Bond with a surety company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid Bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: A certified check may be submitted in lieu of a Bid Bond, and it shall be made payable to the Richland County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful bidders after award and will be returned to the successful bidder after acceptance of the final contract by the successful bidder.

PERFORMANCE and PAYMENT BOND: The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, separate Performance and Payment Bonds. The Surety shall issue the bonds in the amount of 100% of the total contract covering the entire term of the contract as awarded.

PERFORMANCE BOND and PAYMENT BOND: Bonds must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

FAILURE TO SUBMIT CORRECT BID GUARANTEE WILL RESULT IN REJECTION OF YOUR BID.

(21) INSURANCE REQUIREMENTS

Contractors working for the County of Richland 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 sub-consultants. 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 (ISO) Commercial General Liability Coverage Form ("occurrence") CG 00 01 10/01.
- 2 Insurance Services Office Business Auto Coverage Form CA 00 01 1% 1 covering automobile liability for all "owned, hired and non-owned autos".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

- 1 **COMMERCIAL 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 **BUSINESS 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 \$500,000 each accident, \$500,000 policy limit, and \$500,000 each employee.

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

1. Commercial General Liability and Automobile Liability Coverages
The County of Richland, 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 Richland, its officials, employees or volunteers. To accomplish this objective, the County of Richland shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office (ISO) Commercial General Liability Endorsement CG 20 10 10/01 (*Additional Insured-Owners, Lessees or Contractors-Scheduled Person or Organization*) and CG 2037 (*Additional Insured-Owners, Lessees or Contractors-Completed Operations*) or their equivalent endorsements. Contractors' insurance coverage shall be primary insurance as respects the County of Richland, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Richland, 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 Richland, its officials, employees or volunteers.

2. Workers' Compensation

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

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the County of Richland.
- F. Each Insurance policy required by the County of Richland shall be endorsed to state that should any of the required policies be cancelled before the expiration date thereof, notice will be delivered to the County of Richland within policy provisions.
- G. All coverages for subcontractors 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-and minimum Financial Size Category (FSC) of VIII or greater. Exceptions to this requirement must be approved in writing by the Safety & Risk Management Department.
- I. The Contractor shall furnish the County of Richland 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 Richland, Procurement Department, before work commences. The County of Richland reserves the right to require complete, certified copies of all required insurance policies, at any time.
- J. All insurance certificates shall list Richland County, 2020 Hampton Street, Columbia, SC 29204 as the Owner. All insurance certificates shall list Richland PDT, 201 Arbor Lake Drive, Columbia, SC 29223 as additional insured.

Required certificates are to be mailed to:

Richland PDT Procurement
201 Arbor Lake Drive
Columbia, South Carolina 29223
Attn.: Procurement Manager

SPECIAL PROVISIONS

(22) **ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:**

See attached Supplemental Specification dated May 4, 2009 on page 73.

(23) **SECTION 101: STANDARD DRAWINGS:**

The Bidders are hereby advised that this project shall be constructed using the 2013 Standard Drawings with all updates effective at the time of the letting. The Standard Drawings are available for download at http://www.scdot.org/doing/sd_Disclaimer.aspx. All drawings that are updated are labeled with their effective letting date in red.

The Standard Drawings are available to purchase through the SCDOT Engineering Publications Sales Center. The Engineering Publication Sales Center is located in Room G-19 (basement level) of the SCDOT Headquarters Building, 955 Park Street, Columbia, South Carolina.

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

(24) **SECTION 102: STANDARD DRAWING ERRATA:**

The Bidders are hereby advised that the following note changes apply to the published Standard Drawings.

On sheet 000-205-05, add the following information under the columns below:

OLD DRAWING NAME	NEW DRAWING NAME
720-905-01 to 720-905-05	720-901-01 to 720-993-32

On sheet 605-005-05, replace entire text of General Note #4 with the following text:

4. The square footage of sign panels attached to 2½" x 2½" 12 gauge sign support secured to a 3" x 3" 7 gauge breakaway anchor shall not exceed 20 square feet.

On sheet 720-305-00, delete the entire note directly above main detail:
~~If sidewalk exists, the driveway opening should...~~

On sheet 720-405-00 Detail 2 replace dimension 2'-6" maximum with:
2'-6" minimum

On sheet 720-901-01 replace note 5.04 with:

5.04 When a mid-block crossing is required, consider mid-block staggered crossing (720-955-41) to encourage eye contact between the pedestrian and the oncoming traffic. Always angle the stagger so that the pedestrian travels through the refuge facing the oncoming traffic.

On sheet 722-305-00 Detail 4 replace note "French Drain see note 21" with:
French Drain see note 4.5.

On sheet 722-305-00 table 722-305A, 4th column, change the following:
Delete (SF)

Replace text "up to 36" with "up to 3'X3' "

Replace text "larger than 36" with "larger than 3'X3' "

On sheet 804-105-00 Title Block replace text "Rirap (Bridge End)" with:
Riprap (Bridge End)

On sheet 805-325-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with:
"rectangular washers (FWR03) See 805-090-00"

On sheet 805-325-00 change text of note 5 to the following:

5. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-330-00 detail 2 replace text "rectangular washers (FWR03) See 805-005-00" with:
"rectangular washers (FWR03) See 805-090-00"

On sheet 805-330-00 change text of note 4 to the following:

4. For project specific requirements such as additional offset blocks, extra length posts, and post attachment details, see Project Plans. Include all costs of project specific requirements in the Guardrail Thrie-Beam Bridge Connector pay item.

On sheet 805-510-00 detail 3 replace guardrail base plate note with the following:
See standard drawings 805-655-xx for guardrail base plate options.

On sheet 805-655-M1 replace note 30.4 with the following:

30.4 Install adhesive anchors to a depth sufficient to develop a minimum factored (reduced) ultimate tensile capacity of 21 kips per anchor bolt. Increase minimum embedment shown in detail 4 as required by adhesive manufacturer's recommendations for the existing material properties, anchor bolt pattern, edge conditions, and any other design reduction.

On sheet 805-811-01 Type 11A barrier wall reinforcement add the following note:

Provide reinforcement equal to the stem reinforcement and bending details shown for the Type 11B concrete barrier (drawing 805-811-02).

On sheet 815-002-00 Type B, D1, & D2 Inlet Structure Filters, revise as follows:
Replace all references of #5 stone with #5 or #57 stone.

On sheet 815-305-00 Sediment Control Structure and Basin, revise as follows:
Replace all references of #5 stone with #5 or #57 stone.

On sheet 815-405-00 Sediment Dams, revise as follows:
Replace all references of #5 stone with #5 or #57 stone.

Payment for either #5 or #57 stone will be made under the pay item for *Aggregate No. 5 for Erosion Control (6 " Uniform)*

(25) SECTION 101: SUBSTANTIAL COMPLETION OF WORK
Section 101.3.76 is hereby replaced with the following:

101.3.76 Substantial Completion of Work

Substantial Completion of Work is the point in the project when work has been constructed to the typical section in the Plans over the entire length of the project including tie-ins, all pay items have

been installed in reasonable conformance with the plans and specifications over the entire length of the project and all lanes of traffic are open to the public in their final configuration with the final applications of thermoplastic and raised pavement markers with the only remaining work to be performed being punch list items.

(26) SECTION 102: EXAMINATION OF THE PROPOSAL OR PLANS:

AMEND this Section with the following:

Plan holders desiring further information or interpretation of the Proposal or Plans shall make a written request for such information to Richland PDT no later than Noon on September 7, 2016. Questions or request for clarification shall be in writing and must be received by the County.

Questions or clarifications concerning the Proposal, Contract and Bond for Highway Construction; plans; or other contract documents shall be directed to:

Dale Collier
PDT Procurement Manager
Richland Penny
201 Arbor Lake Drive
Columbia, SC 29223
(803) 726-6170
Email address: dcollier@richlandpenny.com

Modifications to the Proposal or Plans will be made by addendum only. It is the responsibility of the bidder to obtain a copy of each addendum and acknowledge receipt of each addendum with the submittal of the bid. A copy of each addendum will be posted online at www.RichlandPenny.com and www.richlandonline.com.

(27) SECTION 102: MANDATORY PRE-BID CONFERENCE:

The Contractor is advised that all Bidders on this project are required to attend a Pre-Bid Conference to be held at the Richland PDT Office, 201 Arbor Lake Dr, Columbia, SC 29223. The Pre-Bid Conference will be held on Wednesday, August 10, 2016 at 10:00 A.M. in the large conference room. Prime contractors who do not attend this Pre-Bid Conference will not be allowed to submit a Bid Proposal for this project. Subcontractors are not required to attend.

(28) SECTION 102: PROPOSAL ITEMS AND QUANTITIES:

A list of bid items and quantities is called out on the bid form.

(29) SECTION 103: AWARD OF CONTRACT:

Subsection 103.2 of the Standard Specifications is amended to allow one hundred twenty (120) days for the award of a contract after the opening of proposals.

(30) SECTION 103.8: CONTRACTOR'S LIABILITY INSURANCE:

AMEND this section to follow Richland County's insurance requirements as shown on page 36.

(31) SECTION 103: EXECUTION OF THE CONTRACT:

Section 103.6 is hereby replaced with the following:

Section 103.6 Execution of the Contract

After receiving the Contract prepared by the County, sign and return it, together with an acceptable Payment Bond, Performance and Indemnity Bond, and acceptable Certificates of Insurance to the Contracts Administrator within **10 (ten)** calendar days from the date of the Notice to Proceed. No Contract will be executed by the County without the acceptable bonds and insurance certificates. No Contract will be considered effective until it has been fully executed by all parties thereto.

(32) **SECTION 103: FAILURE TO EXECUTE THE CONTRACT AND PROVIDE BONDS AND INSURANCE CERTIFICATES:**

Section 103.7 is hereby replaced with the following:

Section 103.7: Failure To Execute The Contract And Provide Bonds And Insurance Certificates
Failure of the Contractor to execute the Contract and provide acceptable bonds and insurance certificates within **10 (ten)** calendar days from the date of the Notice to Proceed is just cause for the annulment of the award and forfeiture of the proposal guaranty. If the award is annulled, the proposal guaranty becomes the property of the County, not as a penalty, but as liquidated damages.

(33) **SECTION 105: CONSTRUCTION STAKES, LINES AND GRADES:**

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

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

(34) **SECTION 106: SOUTH CAROLINA MINING ACT:**

See Attached Supplemental Specification Dated **March 20, 2003** on page 77.

This Supplemental Specification is hereby modified as follows:

Paragraph 9 is hereby deleted and replaced with the following:

The deputy secretary for engineering, 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 provided to the resident construction engineer for inclusion in the final plans.

The last paragraph is hereby deleted and replaced with the following:

The contractor shall comply with the provisions of the plan that are applicable to the project as determined by the engineer. Seeding or other work necessary to comply with the plan on pits furnished by the contractor shall be at the expense of the contractor. Seeding shall be in accordance with SC-M-810 (latest version) which can be found at http://www.scdot.org/doing/road_SupTechSpec.aspx.

(35) **SECTION 107: PROJECT BULLETIN BOARDS:**

In accordance with the Required Contract Provisions Federal-Aid Construction Contracts Section II, Item 3; Part d, add the following:

Single Location Projects – On projects in which work is performed at a single location (such as bridge replacement projects, two-lane to five-lane widening projects, etc.), mount the project bulletin board in a permanent location within the project limits so that it is visible and accessible at all times.

Multiple Location Projects – On projects in which work is being performed or has the capability of being performed at multiple locations (such as resurfacing projects, pavement marking projects, etc.), display a portable bulletin board with at least one of the prime contractor's work crews. If the prime contractor is not performing work, display the portable bulletin board with at least one of the subcontractor's work crews. Display the portable bulletin board in a location and a manner that is acceptable to the RCE. Notify the RCE and all subcontractors as to the location of the portable bulletin board. On resurfacing projects, mount an additional project bulletin board in a permanent location at the asphalt plant supplying asphalt mix to the project so that it is visible and accessible at all times.

(36) **SECTION 107: FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED:**

Attention is directed to this Federal Legislation, which has been enacted into law. The contractor will be responsible for carrying out all of the provisions of this legislation, which may affect this contract.

(37) **SECTION 107: CRANE SAFETY:**

See attached Supplemental Specification dated August 1, 2013 on page 70.

(38) **SECTION 107: UNITED STATES ARMY CORPS OF ENGINEERS PERMIT:**

AMEND this section as follows:

United States Army Corps of Engineers Permit to be provided prior to the start of construction.

A copy of the permit application and exhibits is included in the attached Appendix. The Contractor shall comply with all provisions and requirements of the permit.

Failure to adequately comply with the provisions of these permits or any other requirements from these permitting agencies will result in the stoppage of all contract operations until corrective actions have been taken.

Fines assessed by these agencies to the Department as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and subsequently deducted from the Contractor's monthly pay estimate.

(39) **SECTION 107: SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL PERMIT:**

AMEND this section as follows:

South Carolina Department of Health and Environmental Control Permit to be provided prior to the start of construction.

A copy of the permit application is included in the attached Appendix. The Contractor shall comply with all provisions and requirements of the permit.

Failure to adequately comply with the provisions of these permits or any other requirements from these permitting agencies will result in the stoppage of all contract operations until corrective actions have been taken.

Fines assessed by these agencies to the Department as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and subsequently deducted from the Contractor's monthly pay estimate.

(40) **SECTION 107: DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOALS AND REQUIREMENTS:**

The DBE goal for the project is as follows:

<u>DISADVANTAGE BUSINESS ENTERPRISES CONTRACT</u>	<u>7.0 %</u>	<u>GOAL</u>

See attached Supplemental Specification entitled special provision "Disadvantaged Business Enterprises (DBE)" dated May 2, 2014 on page 82 for specific requirements that must be met.

(41) **SECTION 107: LATE DISCOVERY OF ARCHAEOLOGICAL/HISTORICAL REMAINS ON FEDERAL AID PROJECTS AND APPROVAL OF DESIGNATED BORROW PITS:**

See attached Supplemental Specification dated August 7, 1991 on page 96.

(42) **SECTION 107: DBE PARTICIPATION:**

The Bidder is encouraged to use DBE subcontractors on this project. All DBE participation shall be reported to the RCE on the DBE Quarterly Report.

(43) **SECTION 107: REQUIRED MEDIA NOTIFICATION FOR CONSTRUCTION PROJECTS:**
AMEND this section with the following:

Contractors are encouraged to co-operate with the news media since all projects are constructed with public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor is required to notify the public, in a timely manner, of disruptive activities such as lane closures.

The Contractor is required to utilize area media to accomplish public notification of traffic disruptions.

The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor shall coordinate these activities with and receive guidance from Richland County.

(44) **SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS**

By submission of this bid, the bidder as the prime contractor does hereby agree:

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

(45) **SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:**

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the highway construction, such rearrangements with the following Utility Companies may be underway concurrently with construction:

Utility	Owner	Contact	Phone	E-Mail
Water	City of Columbia	John Hilbert	803-545-3283	jbhilbert@columbiase.net
Sanitary Sewer	City of Columbia	John Hilbert	803-545-3283	jbhilbert@columbiase.net
Natural Gas	SCE&G	Porter Johnson	803-217-6145	rpjohnson@scana.com
Electric Distribution	SCE&G	Brendan Crawford	803-217-8281	Brendan.Crawford@scana.com
Electric Transmission	SCE&G	Kelly Weeks	803-217-8281	Kelly.weeks@scana.com
Telecom	AT&T/T	Ron Dukes	770-335-8255	slogeman@att.com
Telecom	AT&T/D	Steve Martin	803-401-2121	sm6480@us.att.com
Telecom	Level 3 Communications	Russ Wheat	803-239-1116	Russ.Wheat@Level3.com

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

For informational purposes only, utility relocation plans are included in the contract construction drawings for this project and are available for review with other project documents. It is the responsibility of the Contractor to call Palmetto Utility Protection Service (1-888-721-7877 or 811) and the non PUPS member utilities three (3) days prior to work so that the existing utilities can be properly marked.

The Contractor shall coordinate with South Carolina Electric and Gas when working around the existing overhead transmission lines located between Shop Road stations 107+00 – 110+00. Any work within twenty (20) feet horizontally or vertically of the existing overhead transmission lines shall require the lines to be temporarily de-energized during the day only and during the spring and fall (non-peak). Any work within fifty (50) feet horizontally of a power pole or anchor shall be coordinated with South Carolina Electric and Gas. The Contractor shall provide at least five (5) days prior notice.

(46) SECTION 108: FAILURE TO COMPLETE WORK ON TIME:

Add the following paragraph to the end of Subsection 108.9 of the SCDOT 2007 Standard Specifications for Highway Construction:

The punch list must be completed within 30 days of the final inspection unless another time frame is agreed upon by the RCE and Contractor at the final inspection. Seasonal restrictions and temperatures may be considered for individual items. Failure to complete the punch list may result in the RCE charging liquidated damages at the specified rate for any punch list item remaining incomplete beyond 30 days. Liquidated damages will be applied daily until all items are complete. If a final inspection is held prior to the contract completion date, liquidated damages shall not be charged prior to the contract completion date for incomplete punch list items.

(47) SECTION 108: CRITICAL PATH METHOD CONSTRUCTION SCHEDULES:

See attached Supplemental Specification dated November 4, 2013 on page 97.

This Project is a Level 2 project.

(48) **SECTION 108: CONTRACT TIME:**

A. The Contract Time for this project is 671 (Six Hundred Seventy One) calendar days from the issuance of a Notice to Proceed.

B. Liquidated damages will be assessed in accordance with Section 108.9 of the Standard Specifications for each calendar day that the work remains incomplete in accordance with these provisions.

(49) **SECTION 108: FAILURE TO COMPLETE THE WORK ON TIME**

Paragraph 1 of Section 108.9 is hereby replaced with the following:

If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be assessed for each day beyond the contract completion date that work items are not completed. This includes the application of thermoplastic, raised pavement markers and grassing. Days to be charged for liquidated damages will not stop due to seasonal restrictions nor holidays. The date of substantial completion is determined by the RCE.

(50) **SECTION 109: CONSTRUCTION ESTIMATES:**

See attached Special Provision dated November 10, 1999 on page 110.

(51) **SECTION 109: PARTIAL PAYMENTS:**

The first paragraph of Section 109.7 of the Standard Specifications is hereby deleted and the following paragraph substituted:

Partial Payments will be made once each month as the work progresses. Said payments will be based upon estimates prepared by the RCE of the value of the work performed and materials completed in place in accordance with the contract and for materials delivered (stockpiled) in accordance with Subsection 109.8.

(52) **SECTION 109: RETAINAGE**

AMEND this section as follows:

Ten percent (10%) of contractor's progress payment shall be retained by the County and the remainder shall be paid to the Contractor. When the work reaches fifty percent (50%) complete, the Contractor may request, in writing, that the retainage be frozen at 10% for the remainder of the project, provided that the Contractor is on schedule and there are no known unpaid bills for work incorporated into the project. Retainage shall not be released until after the completion of all the Work to the satisfaction of the County.

(53) **SECTION 109: PROMPT PAYMENT CLAUSE:**

AMEND this section to utilize the County's Prompt Payment clause as shown on page 27.

(54) **SECTION 109: AS-BUILT CONSTRUCTION PLANS:**

See attached Supplemental Specification dated January 4, 2008 on page 111.

(55) **SECTION 203: BORROW EXCAVATION:**

AMEND this section:

EXHIBIT B

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SLBE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
LAD Inc. PO Box 36, Lugoff, SC 29078	Yes	Storm Drainage	5.5%

I The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

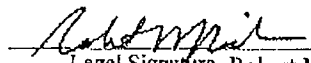
2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

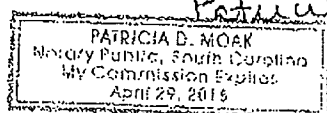
I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14 day of Sept, 2016

Richardson Construction Company,
Company


Legal Signature Robert M. Richardson

Notary Public for South Carolina My Commission Expires: April 29, 2018



STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Richardson Construction Company, Inc.,

Plaintiff,

v.

Richland County, a political subdivision,
and McClam & Associates, Inc.

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-40-07353

AMENDED SUMMONS

RICHLAND COUNTY
FILED
2017 JAN 19 PM 2:11
JEANETTE W. MCBRIDE
C.C.P. & G.S.

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is served upon you with this Summons. You must serve a copy of your Answer to the Amended Complaint to me at my office at 1812 Lincoln Street, Post Office Box 1390, Columbia, South Carolina 29202-1390, within 30 days after service of this Summons and attached Amended Complaint. The date of service of this Summons is not included in the 30 days within which you must answer.

YOU WILL TAKE NOTICE THAT, if you fail to answer the Amended Complaint within 30 days, judgment by default will be rendered against you and the relief demanded in the Amended Complaint will be granted to the Plaintiff.


Kathleen M. McDaniel
CALLISON TIGHE & ROBINSON, LLC
1812 Lincoln Street, Suite 100
Post Office Box 1390
Columbia, SC 29202-1390
Telephone: (803) 256-2371
Facsimile: (803) 256-6431
kathleenmcdaniel@callisontighe.com

ATTORNEY FOR THE PLAINTIFF

Columbia, South Carolina

January 19, 2017

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

C/A NO.: 2016-CP-40-07353

Richardson Construction Company, Inc.,)

Plaintiff,)

v.)

Richland County, a political subdivision,
and McClam & Associates, Inc.)

Defendants.)

**AMENDED VERIFIED COMPLAINT
FOR TEMPORARY RESTRAINING
ORDER, TEMPORARY
INJUNCTION/STAY, MANDAMUS,
AND VIOLATION OF
PROCEDURAL DUE PROCESS**

RICHLAND COUNTY
FILED
JUL 21 11 PM 2:11
W. H. MCCLAM
& C.S.

Petitioner Richardson Construction Company, Inc. ("RCC") complaining of Defendants Richland County and McClam & Associates, Inc. ("McClam") would allege and show as follows:

PARTIES

1. Plaintiff RCC is a corporation organized and existing under the laws of the State of South Carolina with a principal place of business in Richland County, South Carolina.
2. Defendant Richland County is a political subdivision of the State of South Carolina.
3. Defendant McClam is a corporation organized and existing under the laws of the State of South Carolina with a principal place of business in Newberry County.

VENUE

4. Venue is proper in Richland County because Richland County is the location of the actions complained of.

JURISDICTION

5. This Court has personal and subject matter jurisdiction over all parties.

BACKGROUND

6. On July 20, 2016, Richland County advertised for bid a contract for the construction of the Phase 1 extension of Shop Road ("Shop Road Project").

7. One purpose of the Shop Road Project is to provide transportation infrastructure for the development of the China Jushi manufacturing facility.

8. Funding for the Shop Road Project comes from the Richland County Transportation Penny Tax program ("Penny Tax program").

9. The solicitation, bid submission, and bid selection processes were to be managed by the Penny Tax program Project Development Team ("PDT").

10. Bids on the Shop Road Project were due by September 14, 2016.

11. When the bids were opened on September 14, 2016, only three bidders submitted bids. Those bids were as follows:

Bidder	Bid total
RCC	\$21,666,330.02
C.R. Jackson, Inc. ("Jackson")	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

12. RCC's bid was more than **\$1.12 MILLION LOWER** than Jackson's bid.

13. RCC's bid was more than **\$2.87 MILLION LOWER** than McClam's bid.

14. One goal of the Shop Road Project was to have Disadvantaged Business Enterprise ("DBE") and Small Local Business Enterprise ("SLBE") participation at 7% and 4.37%, respectively.

15. The relative DBE/SLBE participation amounts (after Jackson negotiated increased SLBE participation post-bid opening) for Richardson, Jackson, and McClam were as follows:

Bidder	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
RCC	\$1,700,000.00 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%)
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%)
McClam	\$1,791,367.66 (7.3%)	\$1,349,660.56 (all to Taylor Brothers) (5.5%)	\$1,791,367.66

16. McClam identified Taylor Brothers Construction Company, Inc. ("Taylor Brothers") as their SLBE contractor and also as a DBE contractor.

17. The same \$1.3 million in work that Taylor Brothers is proposed to perform for McClam as its SLBE contractor will also be used by McClam to achieve its DBE goal.

18. Thus, McClam's bid would only direct less than \$1.8 million to the DBE/SLBE community compared to the almost \$2.9 million that RCC would direct to the DBE/SLBE community.

19. The PDT initially reviewed the bids and sought to make a recommendation to the Richland County Council.

20. The PDT's recommendation was contained in a letter from Dale Collier of the PDT to Rob Perry, the Richland County Director of Transportation, dated October 11, 2016. A copy of this letter is attached as **Exhibit 1**.

21. Mr. Collier's October 11, 2016 letter was included in Richland County Council's agenda package for the October 18, 2016, Richland County Council meeting.

22. As can be seen from Mr. Collier's letter, the PDT was of the opinion that RCC's bid was unresponsive because of a clerical or scrivener's error.

23. In preparing and submitting its bid, RCC inadvertently listed LAD, Inc. as its SLBE contractor to conduct work in the total amount of \$1,187,634.00.

24. The day after bid opening, the PDT staff contacted RCC and explained that LAD, Inc. was not a certified SLBE contractor.

25. Five days after the bid opening, RCC met with PDT staff and explained that the listing of LAD, Inc. as its SLBE contractor was inadvertent and that the correct SLBE contractor was Sharpe's Contracting Services, LLC.

26. At that meeting, RCC provided the PDT with the actual quote from Sharpe's Contracting Services, LLC that RCC had used to prepare its bid. A copy of that quote is attached as **Exhibit 2**.

27. The quote from Sharpe's Contracting Services, LLC shows work to be done by Sharpe's Contracting Services, LLC in the amount of \$1,187,634.00. This is the exact same amount of work that RCC included for its SLBE contractor in its bid.

28. Sharpe's Contracting Services, LLC is a certified SLBE contractor.

29. Further demonstrating that the inclusion of LAD, Inc. as RCC's SLBE contractor was merely a clerical or scrivener's error is the fact that the address listed for LAD, Inc. on the SLBE commitment page is not the correct address for LAD, Inc.

30. RCC thought that its explanation to the PDT regarding the clerical or scrivener's error had satisfied the PDT about the matter.

31. As can also be seen from Dale Collier's October 11, 2016 letter, Jackson's bid failed to include sufficient work to meet the SLBE goal.

32. Based upon statements in that letter, it appears that PDT staff contacted the Richland County Procurement Department, who informed the PDT that it would be permissible for the PDT staff to work with Jackson to find a way to increase their SLBE participation to meet the SLBE goal even though this was after the bids were opened.

33. After obtaining this permission, it appears that Jackson claims to have negotiated with Taylor Brothers and Sharpe's Contracting Services, LLC for them to contribute services as SLBE contractors and relayed this information to the PDT staff.

34. The PDT staff determined that Jackson now met the SLBE goal and had the lowest responsive bid. Based upon that determination, Dale Collier recommended to Richland County Council that it award the Shop Road Project contract to Jackson.

35. Upon information and belief, Taylor Brothers agreed to contribute some amount of services for Jackson.

36. However, Sharpe's Contracting Services, LLC made no such commitment to Jackson.

37. On October 17, 2016, RCC informed Richland County and the PDT staff about this misrepresentation regarding Sharpe's Contracting Services, LLC on Jackson's bid and requested that Richland County Council defer its vote on awarding the Shop Road Project contract.

38. The vote on awarding the Shop Road Project contract was deferred without a particular date for the matter to be heard.

39. The matter next appeared on the agenda for the December 6, 2016 Richland County Council meeting.

40. Prior to the December 6, 2016 Richland County Council meeting, the matter was taken out of the PDT's hands and taken under consideration by the Richland County Interim Administrator and other Richland County staff members.

41. On December 2, 2016, the Richland County Interim Administrator, Gerald Seals, issued a letter stating his recommendation to Richland County Council. A copy of Gerald Seals' letter is attached as **Exhibit 3**.

42. In his letter, Gerald Seals unilaterally makes the policy determination that a provision within the PDT's Transportation Program Procurement Manual permitting the correction of bids after opening would be inconsistent with the Richland County Procurement Ordinance.

43. Gerald Seals also made the determination that, "there was no indication from the bid submittal that could lead one to reasonable conclude that [Richardson] intended to be adequately responsive to the SLBE requirements of the bid or to deemed [sic] responsive to the bid solicitation."

44. Based upon this reasoning, Gerald Seals stated that both RCC and Jackson's bids were non-responsive and recommended that the Shop Road Project contract be awarded to McClam.

45. This would include the participation of Taylor Brothers—the same company that the PDT and Jackson had worked with after bid opening to reach the SLBE goal for Jackson—in the amount of \$1,349,660.56.

46. After reviewing Gerald Seals' December 2, 2016 letter, RCC filed an appeal with the Richland County Procurement Review Panel pursuant to Richland County Code Section 2-621.4(a). A copy of that appeal is attached as **Exhibit 4**.

47. Representatives of RCC attended the December 6, 2016 meeting of the Richland County Council and requested that County Council either defer a vote on the award of the Shop Road Project contract until the Richland County Procurement Review Panel could hear and decide RCC's appeal or, in the alternative, award the Shop Road Project contract to RCC instead of McClam, as would be in the best interest of Richland County.

48. Despite the \$3 million difference in the bid amounts (to the detriment of the public interest) and the \$1.1 million difference in the money directed to the DBE/SLBE community (to the detriment of the DBE/SLBE community), Richland County Council voted to award the Shop Road Project contract to McClam.

49. The motion and vote of Richland County Council failed to make any determination regarding whether the significantly lower bid by RCC was responsive or not.

50. On December 7, 2016, Richland County issued a Notice of Intent to Award stating that it intended to award the Shop Road Project contract to McClam on Sunday, December 18, 2016, at 10:00 a.m. A copy of the Notice of Intent to Award is attached as **Exhibit 5**.

51. Such an award is contrary to the best interest of Richland County and contravenes the Richland County Procurement Code.

52. The purpose of Richland County's competitive purchasing policy is set forth in Richland County Code Section 2-598, which states, "All purchases shall be made in a manner

which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added).

53. Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added).

54. Although material compliance is not defined in the ordinance, a newer Richland County Code section addresses the handling of "minor irregularities and informalities" in bids for professional services to be paid for with proceeds from the Richland County Penny Tax:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6).

55. By correcting a clerical or scrivener's error in the name of its SLBE contractor, RCC merely corrected a minor technicality with its bid. This correction would have no effect on the amount of RCC's bid or its performance of the contract.

56. Because it was already the lowest bidder, this correction would not prejudice the other bidders and would have been to the advantage of Richland County.

57. The Project Manual for the Shop Road Project contained the following provision:

The County of Richland reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.

Project Manual: Shop Road Extension Phase I PDT-290-IFB-2016 Section 4(1) page 13.

58. This is consistent with the requirement that a bid comply "materially" with the project specifications rather than comply perfectly. To hold otherwise would unwisely confine

Richland County's ability to award contracts in a manner that considers the best interest of the public.

59. Even if RCC's bid was not responsive (and RCC reiterates it was responsive), Richland County has the authority to award the contract to a bidder other than the lowest responsive and responsible bidder if doing so is in the best interest of the citizens of the county or minority procurement requirements, among other reasons. Richland County Code § 2-618(b).

60. RCC's bid is almost \$3 MILLION LESS than McClam's bid. RCC's bid provides \$1 MILLION MORE to the DBE/SLBE community. In light of such a substantial difference in price and benefit to the DBE/SLBE community, it would be in the best interest of the citizens of Richland County and provide the greatest economy for the taxpayers to avoid an unnecessary overpayment out of Richland County Penny Tax revenue to McClam and Taylor Brothers.

61. McClam's bid contains deficiencies that should render it non-responsive including but not limited to the following:

- a. Using one the Taylor Brothers' bid to satisfy the DBE and SLBE requirements simultaneously rather than engaging separate DBE and SLBE subcontractors and
- b. Failure to include all required information regarding subcontractors.

62. Accordingly, Richland County Council erred in awarding the Shop Road Project contract to McClam.

63. In addition to its appeal pending before the Richland County Procurement Review Panel, RCC has filed an award protest challenging the contract award as provided for in the Richland County Code.

64. As part of RCC's appeal to the Richland County Procurement Review Panel, counsel for RCC has tried repeatedly to identify the members of the Richland County Procurement Review Panel and to obtain a copy of the Rules of Procedure for the Richland

County Procurement Panel. A copy of this email correspondence from RCC to Richland County is attached as **Exhibit 6**.

65. As of the date of this filing, Richland County has provided none of the requested information.

66. It also appears that Richland County does not have a Director of Procurement.

67. Richland County has submitted an affidavit from Christy Swofford stating that she is the "Acting Director Procurement." However, this claim is contradicted by other documentation received from Richland County identifying her as the Assistant Director of Procurement, which indicates that she has job duties separate and distinct from that of an Acting Director.

68. Based upon the lack of information forthcoming from Richland County, the only conclusion that RCC can draw is that Richland County does not have a properly-constituted Procurement Review Panel in place and that it does not have a Director of Procurement.

69. RCC has also submitted two requests pursuant to the South Carolina Freedom of Information Act for information that should be publicly available.

70. In particular, RCC has requested copies of all bid submissions from Jackson and McClam on the Shop Road Project, including any information that was submitted after the bids were opened. A copy of the email correspondence between RCC and Richland County regarding these FOIA requests is attached as **Exhibit 7**.

71. On December 7, 2016, a representative of the PDT stated that she could not release that information until she had approval from Richland County Council or the protest period ended. This is contrary to the requirements of the South Carolina Freedom of Information Act.

72. Thereafter, the undersigned counsel for RCC communicated with the Ombudsman's office for Richland County.

73. The Richland County ombudsman relayed the information that the cost for searching Richland County's computer and phone records would be \$250.00.

74. The ombudsman also relayed the message that RCC could not obtain Jackson and McClam's bid submissions until they had been first reviewed by the Richland County Legal Department.

75. Such review of the bid information is an unnecessary delay tactic as there is no information in the bid submissions that would be protected. The tabulation of bids including the exact amount that McClam would charge for each item on the bid sheet was included in Dale Collier's letter from October 11, 2016, demonstrating that this information is not protected.

76. In addition, the Dale Collier October 11, 2016 letter contains the DBE and SLBE committal sheets for Jackson, demonstrating that this information is not protected.

77. The ombudsman has stated that the information regarding Jackson and McClam's bids will not be released until the search fee for the SEPARATE FOIA request is agreed to. This is unreasonable because it is not necessary to search Richland County's computer or phone records to produce Jackson and McClam's bid information, which was requested separately.

78. Having met with resistance at every turn and with the impending contract award to McClam, RCC felt its only recourse for relief at this time would be to this Court.

FOR A FIRST CAUSE OF ACTION
Temporary Restraining Order

79. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

80. As can be seen from the above information, as a matter of law RCC should have been awarded the Shop Road Project contract rather than Jackson or McClam.

81. If the contract is awarded to McClam on December 18, 2016, it is not clear from the Richland County Code whether that award could be cancelled if it is later determined that the contract should have been awarded to RCC.

82. If it is later determined that the Shop Road Project contract should have been awarded to RCC but there is no mechanism to cancel the contract with McClam and re-award the contract to RCC, then Richland County will have wasted \$3 million in Penny Tax funds, which funds could have gone to other worthy Penny Tax projects for the benefit of Richland County citizens.

83. In order to file its award protest should the contract be awarded to McClam and the contract award not stayed, RCC needs to obtain all requested information regarding Jackson and McClam's bids.

84. As set forth above, Richland County has not yet provided the information requested by RCC in response to its two separate requests made pursuant to the South Carolina Freedom of Information Act.

85. Accordingly, RCC requests that this Court issue a temporary restraining order (TRO) pursuant to Rule 65, SCRCP, restraining Richland County from awarding the Shop Road Project contract to McClam until Richland County produces the information requested by RCC via the South Carolina Freedom of Information Act and the Richland County Procurement Review Panel can hear and issue a determination on RCC's appeal that has already been filed and RCC's award protest that will be filed.

86. Unless this Court issues an injunction staying the award of the contract, the contract will be awarded to McClam.

87. RCC will suffer immediate and irreparable harm if the contract is awarded to McClam at this time.

88. Richland County may also suffer immediate and irreparable harm if the contract is awarded to McClam at this time.

89. This is because once the contract is awarded, it is not clear that there is any provision of the Richland County Code that would permit cancellation of the contract and re-award to RCC if it is determined that the contract should have been awarded to RCC.

90. If it is determined by the Richland County Procurement Director, Procurement Review Panel, or a court that the contract should have been awarded to RCC, then then it will pose a unique difficulty for Richland County to exit the contract with McClam and enter a new contract with RCC, particularly if McClam has begun work pursuant to the contract.

91. Richland County will suffer no harm if the TRO is issued.

92. The TRO lasts for a very limited period of time until a hearing on a temporary injunction can be had.

93. Furthermore, even with any limited postponement in the commencement of work that may be caused by staying award of the contract until a decision by the Procurement Review Panel is issued on RCC's appeal and award protest, the project can still be completed in a timely manner.

94. In preparing its bid, RCC planned to finish the project in July 2018, or approximately 2 months before the current deadline stated in the Notice of Intent to Award Contract. (**Exhibit 8**, Aff. of Robert M. Richardson.)

95. Because Richland County has expressed its intent to award this contract on December 18, 2016, time is extremely limited to have this matter heard.

96. RCC requests that this Court hear this matter on an expedited basis and, if necessary, without notice to Defendants and that a hearing on a temporary injunction be scheduled at the earliest possible time thereafter.

97. RCC stands ready to post such bond as may be determined to be necessary by this Court for the issuance of this TRO. That said, RCC believes that Richland County will suffer no appreciable damages if the TRO is issued for the limited amount of time necessary for this Court to consider RCC's request for a temporary injunction further staying award of the

Shop Road Project contract until Richland County produces the information requested via FOIA and RCC's appeal and protest are decided by the Richland County Procurement Review Panel.

98. RCC recognizes that this could be a type of request that this Court has not recently entertained. For the convenience of the Court, a copy of an Order from the Greenville County Court of Common Pleas issuing a temporary injunction on a similar request is attached as **Exhibit 9**.

FOR A SECOND CAUSE OF ACTION
Temporary Injunction

99. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

100. RCC will suffer irreparable harm if Richland County is not enjoined to stay issuance of the contract award until after a decision on RCC's appeal and award protest is issued by the Richland County Procurement Review Panel.

101. This is because once the contract is awarded to McClam, even if it is determined that as a matter of law the Shop Road Project contract should have been awarded to RCC, there is not a clear procedure in the Richland County Code for cancelling the contract with McClam and awarding it to RCC.

102. This would be particularly true if McClam has already begun work on the project in the meantime.

103. Richland County will not suffer any harm if award of the contract is stayed until after the Richland County Procurement Review Panel has issued its decision on RCC's appeal and award protest

104. The harm that would be suffered by RCC if Richland County is not so enjoined outweighs any harm that would be suffered by the Richland County as a result of any such injunction.

105. RCC is likely to prevail on its underlying claim for award of the contract because its bid was the lowest and materially complied with the project specifications.

106. Pursuant to Rule 65, SCRCP, RCC requests that this Court issue a temporary injunction staying award of the Shop Road Project contract until the Richland County Procurement Review Panel can hear and decide RCC's pending appeal and contract award protest.

107. In the alternative, if Richland County moves forward and awards the contract to McClam on December 18, 2016, RCC requests that for the same reasons outlined above that this Court suspend the contract and direct McClam to conduct no work on the contract until such time as the Richland County Procurement Review Panel can hear and decide RCC's appeal and award protest.

FOR A THIRD CAUSE OF ACTION
Mandamus

108. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

109. Based upon the facts outline above, it appears to RCC that Richland County does not have a properly-constituted Procurement Review Panel in place.

110. RCC has been unable to identify the members of the Richland County Procurement Review Panel from a search of the Richland County website, where members of all other councils, commissions, and boards are listed.

111. In addition, Richland County has failed or refused to respond to RCC's requests for information about the Richland County Procurement Review Panel.

112. RCC has filed an appeal with the Richland County Procurement Review Panel pursuant to Richland County Code Section 2-621.4(a).

113. RCC has attempted to file a protest with the Richland County Director of Procurement, which protest would eventually be heard by the Richland County Procurement Review Panel if not resolved by the Procurement Director.

114. At this time, RCC has received no information regarding the constitution of the Richland County Procurement Review Panel or how or when the Procurement Review Panel will hear or decide RCC's pending appeal.

115. Richland County has a duty to constitute a Procurement Review Panel pursuant to Richland County Code Section 2-621.4.

116. This duty is ministerial in nature and not discretionary.

117. It is necessary for Richland County to have a properly constituted Procurement Review Panel in order for RCC's pending appeal to be heard and for RCC's award protest to be heard and decided as well.

118. A hearing before the Richland County Procurement Review Panel is a necessary step in order for RCC to exhaust its administrative remedies before pursuing any further judicial review of Richland County's decision to award the Shop Road Project contract to McClam.

119. If there is no properly constituted Richland County Procurement Review Panel, RCC has no other legal remedy. There is no other procedure for RCC to seek legal recourse for the improper award of the Shop Road Project contract to McClam.

120. Accordingly, pursuant to Rule 65, SCRCP, RCC requests that this Court issue a writ of mandamus directing Richland County to constitute a Procurement Review Panel to hear RCC's appeal and award protest if the contract is awarded to McClam.

121. RCC further requests that it be awarded its costs, including attorney's fees, as provided for in Rule 65, SCRCP, upon issuance of the requested writ of mandamus.

FOR A FOURTH CAUSE OF ACTION

Violation of Procedural Due Process

122. Each and every allegation of this Complaint not inconsistent herewith is incorporated herein as if set forth verbatim.

123. The Richland County Procurement Code specifically provides a bidder the right to challenge a Richland County Procurement Decision by filing a protest first with the Richland County Procurement Director followed by an appeal to the Richland County Procurement Review Panel if resolution is not reached with the Procurement Director.

124. The Richland County Procurement Code also provides a bidder the right to appeal certain procurement decisions directly to the Richland County Procurement Review Panel.

125. RCC has attempted to file an appeal with the Richland County Procurement Review Panel and a protest with the Richland County Procurement Director.

126. Despite repeated requests for information regarding the composition of the Richland County Procurement Review Panel, RCC has been unable to confirm that there even exists a Richland County Procurement Review Panel. Thus, it appears that no such Panel exists.

127. Richland County has submitted an affidavit of Christy Swofford stating that she is the "Acting Procurement Director."

128. Upon information and belief, Christy Swofford is not the Acting Procurement Director but is the Assistant Procurement Director with job duties and responsibilities separate and distinct from that of a Procurement Director.

129. Because there is no Richland County Procurement Director and no Richland County Procurement Review Panel, it is impossible for RCC to prosecute its rights to appeal and protest Richland County's procurement decision regarding the Shop Road Contract in accordance with its rights to which it is entitled by the Richland County Procurement Code.

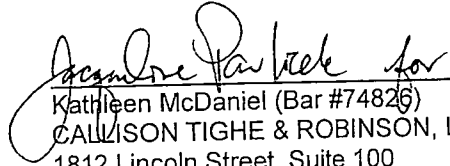
130. Richland County's failure to have a Procurement Director and Procurement Review Panel constitutes a violation of RCC's procedural due process rights because it deprives RCC of its right to be heard to which it is entitled by law.

131. The Court should declare such failures of Richland County to be in violation of RCC's procedural due process rights under the South Carolina and United States Constitutions, including but not limited to Fourteenth Amendment to the Constitution of the United States, and award all relief consistent therewith under 42 U.S.C. § 1983 and S.C. Code Ann. § 15-53-20, including all actual, incidental, and consequential damages.

132. RCC is entitled to an award of all costs and attorney's fees associated with bringing this action.

WHEREFORE, having complained of Defendants Richland County and McClam, Plaintiff RCC requests that this Court award them all available relief including but not limited to the following:

- A. Issue a temporary restraining order staying issuance of the award of the Shop Road Contract until a hearing can be had on RCC's request for temporary injunctive relief.
- B. Issue a temporary injunction staying issuance of the award of the Shop Road Contract until the Richland County Procurement Director and Procurement Review Panel complete their administrative reviews of RCC's appeal and likely contract award protest.
- C. Issue a writ of mandamus requiring Richland County to constitute a Procurement Review Panel;
- D. Award such actual, incidental, and consequential damages as RCC is entitled for violation of its procedural due process rights;
- E. Attorney's fees and costs of this action; and
- F. Such other and further relief as this Court may deem just and proper.


Kathleen McDaniel (Bar #74826)
CALLISON TIGHE & ROBINSON, LLC
1812 Lincoln Street, Suite 100
Post Office Box 1390
Columbia, South Carolina 29202-1390
Telephone: 803-404-6900
Facsimile: 803-404-6901
kathleenmcdaniel@callisontighe.com

ATTORNEY FOR PLAINTIFF.

January 19, 2017

Columbia, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
Richardson Construction Company, Inc.,)
Plaintiff,)
v.)
Richland County, a political subdivision,)
and McClam & Associates, Inc.)
Defendants.)

IN THE COURT OF COMMON PLEAS
C/A NO. 2016-CP-40-07353

Certificate of Service

2017 JAN 19 PM 2:11
RICHLAND COUNTY
FILED
JENNIFER M. HUBBARD
CLERK, P. & G.S.

I do hereby certify that I have served a copy of the following as indicated herein below,
by placing same in the United States Mail on January 19, 2017:

DOCUMENT SERVED: AMENDED SUMMONS AND AMENDED COMPLAINT

PARTIES SERVED:

Ned Nicholson, Esq.
MCNAIR LAW FIRM
PO Box 11390
Columbia, South Carolina 29211

Alan Peace, Esq.
HARRELL & MARTIN, PA
135 Columbia Ave.
Chapin, South Carolina 29036

ATTORNEY FOR RICHLAND COUNTY

**ATTORNEY FOR McCLAM &
ASSOCIATES, INC.**


Jason R. Williamson
CALLISON TIGHE & ROBINSON, LLC
1812 Lincoln Street, First Floor
PO Box 1390
Columbia, South Carolina 29202-1390
Telephone: (803) 404-6900
Facsimile: (803) 404-6901
JasonWilliamson@callisontighe.com

Columbia, South Carolina

January 19, 2017

Exhibit 1



October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PDT-290-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the Contractor's bid was read out loud and the bids, as submitted, were as follows:

Richardson Construction Co.	\$21,666,330.02
C. R. Jackson, Inc.	\$22,788,344.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,706,555.84.

A Mandatory Pre-Bid Conference was held on August 10, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SLBE goal of 4.37%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

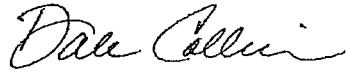
Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

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Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,965.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN-RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.30	\$ 76.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESG. SIGN	SF	417.25	\$ 22.75	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.35	\$ 8,255.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.50	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,500.00	\$ 26,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH. TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143642	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 1B	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 26.50	\$ 1,590.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 16.50	\$ 69,506.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 2,670.00	\$ 10,680.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 125.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 59,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 785.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,575.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 7,325.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,520.00	\$ 16,218.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	EA	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 13.00	\$ 2,600.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990558	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 1.80	\$ 30,027.00
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 6.75	\$ 202.50
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.69
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,680.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.33

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	5.82
	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 990.00	\$ 1,980.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION				\$ 366,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				\$ 451,000.00

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

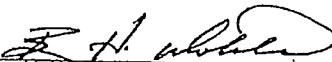
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	CY	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,375,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LS	1
8153090 REPLACE/REPAIR SILT FENCE	LF	12,892
8156490 STABILIZED CONSTRUCTION ENTRANCE	LF	1,289
8100100 PERMANENT COVER	SY	1,100
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	AC	6.82
	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whetsstone, President

CONTRACTOR'S ADDRESS P. O. Box 8023

CITY, STATE, ZIP Columbia, South Carolina 29202

(13) DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

(D) FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY
RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

[illegible]

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company
has communicated with and received quotes from the DBE's listed above and that they are willing
to perform the work as listed above and that this company is committed to utilizing the above
firm(s) on this contract.
- 2 Percent - show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in proposal on a lump sum basis.
- 4 Unit Price - show unit price quoted by DBE.
- 5 Dollar Value - extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

Name B. H. Wheeler

Ben H. Whetstone, President

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Constulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) **SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET**

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%2019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1.Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each SLBE listed.

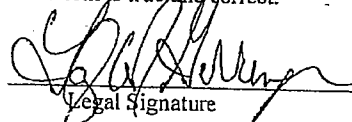
This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.

Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



Shop Road Extension Phase 1
Bid Tabulation Sheet
PDT-290-IFB-2016
September 14, 2016 - 2:00 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2016 SEP 14 PM 2:00

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION CO	\$ 21,666,330.02
M ^c CLAM & ASSOCIATES	\$ 24,539,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY

Dale Collins



SHOP ROAD EXTENSION - PHASE 1

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	1	LS			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 670,156.75	\$ 670,156.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 150,000.00	\$ 150,000.00	\$ 200,000.00	\$ 200,000.00	\$ 168,762.50	\$ 168,762.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 469,890.00	\$ 469,890.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,129,740.00	\$ 3,129,740.00	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	1	LS			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 83,825.00	\$ 83,825.00
1080300	CPM PROGRESS SCHEDULE	1	LS			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,150.00	\$ 24,150.00
1080200	AS-BUILT CONSTRUCTION PLANS	1	LS			\$ 60,000.00	\$ 60,000.00	\$ 16,000.00	\$ 15,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LS			\$ 750,000.00	\$ 750,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,618,625.00	\$ 1,618,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 5.90	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 15.00	\$ 750.00	\$ 100.00	\$ 5,000.00	\$ 86.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION	87,191	CY			\$ 8.00	\$ 537,528.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 792,853.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,886,544.00	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	1	LS			\$ 50,000.00	\$ 50,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,970.00	\$ 8,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,475	TON			\$ 45.00	\$ 516,375.00	\$ 31.00	\$ 355,725.00	\$ 43.25	\$ 496,293.75
2081001	FINE GRADING	77,500	SY			\$ 5.00	\$ 387,500.00	\$ 2.50	\$ 193,750.00	\$ 4.05	\$ 313,875.00
3069900	MAINTENANCE STONE	400	TON			\$ 35.00	\$ 14,000.00	\$ 30.00	\$ 12,000.00	\$ 42.25	\$ 16,900.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	16,603	TON			\$ 68.00	\$ 1,129,004.00	\$ 75.00	\$ 1,245,225.00	\$ 75.50	\$ 1,260,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	888	TON			\$ 412.00	\$ 365,856.00	\$ 425.00	\$ 377,400.00	\$ 443.90	\$ 394,183.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0'	8,655	SY			\$ 8.00	\$ 69,240.00	\$ 3.00	\$ 25,965.00	\$ 6.36	\$ 54,969.25
4013980	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 6.50	\$ 20,410.00	\$ 8.65	\$ 27,161.00
4019000	MILLED-IN RUMBLE STRIP	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,265.00	\$ 2,530.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1,509	TON			\$ 92.00	\$ 138,828.00	\$ 85.00	\$ 128,265.00	\$ 101.20	\$ 152,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,377	TON			\$ 86.00	\$ 118,422.00	\$ 85.00	\$ 117,045.00	\$ 95.50	\$ 131,503.50
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	250	TON			\$ 175.00	\$ 43,750.00	\$ 150.00	\$ 37,500.00	\$ 172.50	\$ 43,125.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	55	TON			\$ 300.00	\$ 16,500.00	\$ 300.00	\$ 16,500.00	\$ 287.60	\$ 15,812.50
5011300	PORTLAND CEMENT CONC. PAV. 10' UNIFORM	51,852	SY			\$ 82.00	\$ 4,251,864.00	\$ 72.02	\$ 3,734,381.04	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.15	\$ 300.00	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	4,000	LF			\$ 0.18	\$ 720.00	\$ 0.15	\$ 600.00	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	40	EA			\$ 5.00	\$ 240.00	\$ 5.00	\$ 200.00	\$ 6.75	\$ 270.00
6041200	BARRICADE - TYPE 3	60	LF			\$ 0.35	\$ 21.00	\$ 27.50	\$ 1,650.00	\$ 34.50	\$ 2,070.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	552	SF			\$ 8.00	\$ 4,416.00	\$ 5.60	\$ 3,091.20	\$ 13.80	\$ 7,617.60
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,307.50	\$ 17,307.50
6250005	4" WHITE BROKEN LINES (GAP'S EXCLUDED) FAST DRY PAINT	256	LF			\$ 0.36	\$ 89.60	\$ 0.30	\$ 76.80	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	1,008	LF			\$ 0.18	\$ 181.08	\$ 0.15	\$ 150.90	\$ 0.17	\$ 171.02
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	698	LF			\$ 3.25	\$ 2,268.50	\$ 3.00	\$ 2,094.00	\$ 3.45	\$ 2,408.10

Sales Tax Transportation Improvement Program

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6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	6	EA	\$ 40.00	\$ 240.00	\$ 35.00	\$ 210.00	\$ 40.25	\$ 241.50
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	2	EA	\$ 60.00	\$ 120.00	\$ 50.00	\$ 100.00	\$ 57.50	\$ 115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	8,000	LF	\$ 0.18	\$ 1,080.00	\$ 0.15	\$ 900.00	\$ 0.17	\$ 1,020.00
6250112	8" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	580	LF	\$ 2.25	\$ 1,305.00	\$ 2.00	\$ 1,160.00	\$ 2.30	\$ 1,334.00
6252005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	11,528	LF	\$ 1.10	\$ 12,680.80	\$ 1.00	\$ 11,528.00	\$ 1.15	\$ 13,257.20
6252010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	15,676	LF	\$ 0.70	\$ 10,973.20	\$ 0.65	\$ 10,189.40	\$ 0.75	\$ 11,757.00
6252025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	2,031	LF	\$ 13.00	\$ 26,403.00	\$ 12.00	\$ 24,372.00	\$ 13.80	\$ 28,027.80
6252030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	20	EA	\$ 110.00	\$ 2,200.00	\$ 100.00	\$ 2,000.00	\$ 115.00	\$ 2,300.00
6252035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	20	EA	\$ 185.00	\$ 3,700.00	\$ 150.00	\$ 3,000.00	\$ 172.50	\$ 3,450.00
6252110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	12,950	LF	\$ 0.70	\$ 9,072.00	\$ 0.65	\$ 8,424.00	\$ 0.75	\$ 9,720.00
6252115	24" YELLOW DIAGONAL LINE EPOXY PAINT	1,120	LF	\$ 12.50	\$ 14,000.00	\$ 12.00	\$ 13,440.00	\$ 13.80	\$ 15,456.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	2,150	LF	\$ 0.75	\$ 1,612.50	\$ 0.65	\$ 1,397.50	\$ 0.75	\$ 1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	4,592	LF	\$ 0.40	\$ 1,836.80	\$ 0.35	\$ 1,607.20	\$ 0.40	\$ 1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	1,011	LF	\$ 2.35	\$ 2,375.65	\$ 2.25	\$ 2,274.75	\$ 2.60	\$ 2,628.60
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	664	LF	\$ 7.00	\$ 4,648.00	\$ 6.75	\$ 4,482.00	\$ 7.80	\$ 5,179.20
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	10	EA	\$ 75.00	\$ 750.00	\$ 65.00	\$ 650.00	\$ 74.75	\$ 747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	8	EA	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 115.00	\$ 920.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	11,880	LF	\$ 0.40	\$ 4,758.00	\$ 0.35	\$ 4,161.50	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	324	EA	\$ 4.00	\$ 1,296.00	\$ 3.75	\$ 1,215.00	\$ 4.30	\$ 1,393.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	300	EA	\$ 4.00	\$ 1,200.00	\$ 3.75	\$ 1,125.00	\$ 4.30	\$ 1,280.00
6319505	REMOVAL OF PAVEMENT MARKINGS	4,000	LF	\$ 1.00	\$ 4,000.00	\$ 0.75	\$ 3,000.00	\$ 0.85	\$ 3,400.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	417.25	SF	\$ 50.00	\$ 20,862.50	\$ 22.75	\$ 9,492.44	\$ 33.35	\$ 13,915.29
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	3	EA	\$ 800.00	\$ 2,400.00	\$ 210.00	\$ 630.00	\$ 241.50	\$ 724.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1,040	LF	\$ 14.00	\$ 14,560.00	\$ 8.25	\$ 8,580.00	\$ 21.85	\$ 22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	1,300	LF	\$ 11.00	\$ 14,300.00	\$ 6.35	\$ 8,255.00	\$ 7.30	\$ 9,490.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	100	LF	\$ 13.00	\$ 1,300.00	\$ 18.20	\$ 1,820.00	\$ 20.95	\$ 2,095.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	20	LF	\$ 22.00	\$ 440.00	\$ 30.00	\$ 600.00	\$ 34.50	\$ 690.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1,400	LF	\$ 1.80	\$ 2,520.00	\$ 2.10	\$ 2,940.00	\$ 2.45	\$ 3,430.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	700	LF	\$ 2.00	\$ 1,400.00	\$ 2.05	\$ 1,435.00	\$ 2.35	\$ 1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	700	LF	\$ 3.00	\$ 2,100.00	\$ 2.15	\$ 1,505.00	\$ 2.50	\$ 1,750.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	400	LF	\$ 1.00	\$ 400.00	\$ 0.50	\$ 200.00	\$ 0.58	\$ 232.00
6780485	SAWCUT FOR LOOP DETECTOR	200	LF	\$ 6.00	\$ 1,200.00	\$ 7.00	\$ 1,400.00	\$ 8.05	\$ 1,610.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1	EA	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00	\$ 862.50	\$ 862.50
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) 110	15	EA	\$ 400.00	\$ 6,000.00	\$ 335.00	\$ 5,025.00	\$ 385.25	\$ 5,778.75
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 5,500.00	\$ 28,000.00	\$ 7,475.00	\$ 29,900.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	500	LF	\$ 4.00	\$ 2,000.00	\$ 5.25	\$ 2,625.00	\$ 6.05	\$ 3,025.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	2	EA	\$ 600.00	\$ 1,200.00	\$ 950.00	\$ 1,900.00	\$ 1,052.50	\$ 2,105.00
6845511	FURNISH & INSTALL CONTR. 332/338 CABINET ASSBLY. BASE MOUNTED (INCLUDING ENDN.)	1	EA	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00	\$ 16,100.00	\$ 16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,400.00	\$ 3,400.00	\$ 3,910.00	\$ 3,910.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (R.A.YA.YAF.GA) VEH TRAFFIC SIGNAL	1	EA	\$ 700.00	\$ 700.00	\$ 880.00	\$ 880.00	\$ 1,127.00	\$ 1,127.00
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.A.YA.YAF) VEH TRAFFIC SIGNAL	1	EA	\$ 600.00	\$ 600.00	\$ 850.00	\$ 850.00	\$ 977.50	\$ 977.50
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	10	EA	\$ 800.00	\$ 8,000.00	\$ 800.00	\$ 8,000.00	\$ 920.00	\$ 9,200.00

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Bid Tabs

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6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	8	EA	\$ 250.00	\$ 2,000.00	\$ 275.00	\$ 2,200.00	\$ 316.25	\$ 2,530.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	12	EA	\$ 120.00	\$ 1,440.00	\$ 175.00	\$ 2,100.00	\$ 201.25	\$ 2,415.00
6865980	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6865993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6865996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	1	EA	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,150.00	\$ 1,150.00
6868131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	24	SF	\$ 30.00	\$ 720.00	\$ 38.00	\$ 912.00	\$ 43.70	\$ 1,048.80
7011800	CONCRETE CURB AND GUTTER WITH FLUME	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 3,000.00	\$ 12,000.00	\$ 1,380.00	\$ 5,520.00
7141113	18" RC PIPE CUL. - CLASS III	3,851	LF	\$ 40.00	\$ 154,040.00	\$ 40.00	\$ 154,040.00	\$ 43.20	\$ 168,363.20
7141114	24" RC PIPE CUL. - CLASS III	1,253	LF	\$ 50.00	\$ 62,650.00	\$ 50.00	\$ 62,650.00	\$ 45.85	\$ 57,450.05
7141116	36" RC PIPE CUL. - CLASS III	714	LF	\$ 80.00	\$ 57,120.00	\$ 100.00	\$ 71,400.00	\$ 93.75	\$ 66,937.50
714111C	72" RC PIPE CUL. - CLASS III	160	LF	\$ 265.00	\$ 42,400.00	\$ 325.00	\$ 52,000.00	\$ 270.00	\$ 43,200.00
7143642	42" SMOOTH WALL PIPE	48	LF	\$ 100.00	\$ 4,800.00	\$ 130.00	\$ 6,240.00	\$ 107.25	\$ 5,148.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 2,150.00	\$ 2,150.00	\$ 2,473.00	\$ 2,473.00
7191605	CATCH BASIN - TYPE 16	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 3,650.00	\$ 14,600.00	\$ 4,197.60	\$ 16,790.00
7192020	DROP INLET (24" X 36")	2	EA	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,300.00	\$ 4,600.00
7192040	DROP INLET TYPE 112	22	EA	\$ 4,000.00	\$ 88,000.00	\$ 2,850.00	\$ 59,300.00	\$ 3,047.50	\$ 67,045.00
7192105	MANHOLE	5	EA	\$ 4,800.00	\$ 24,000.00	\$ 2,250.00	\$ 11,250.00	\$ 2,587.50	\$ 12,937.50
7192260	48" X 48" JUNCTION BOX	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 2,800.00	\$ 14,000.00	\$ 3,220.00	\$ 16,100.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	895	LF	\$ 17.00	\$ 15,215.00	\$ 18.50	\$ 16,557.50	\$ 18.40	\$ 16,468.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	60	LF	\$ 36.00	\$ 2,160.00	\$ 28.50	\$ 1,710.00	\$ 34.50	\$ 2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	408	SY	\$ 40.00	\$ 16,320.00	\$ 45.00	\$ 18,360.00	\$ 41.40	\$ 16,891.20
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	207	SY	\$ 60.00	\$ 12,420.00	\$ 60.00	\$ 12,420.00	\$ 62.10	\$ 12,854.70
7206000	CONCRETE MEDIAN	415	SY	\$ 60.00	\$ 24,900.00	\$ 65.00	\$ 26,975.00	\$ 62.10	\$ 25,771.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	77	SY	\$ 75.00	\$ 5,775.00	\$ 250.00	\$ 19,250.00	\$ 89.00	\$ 5,313.00
7209100	SURFACE APPLIED DETECTABLE WARNING	98	SF	\$ 40.00	\$ 3,920.00	\$ 65.00	\$ 6,370.00	\$ 40.25	\$ 3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	1	EA	\$ 1,850,000.00	\$ 1,850,000.00	\$ 2,823,000.00	\$ 2,823,000.00	\$ 3,246,450.00	\$ 3,246,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	1,500	LF	\$ 38.00	\$ 54,000.00	\$ 12.00	\$ 18,000.00	\$ 14.90	\$ 22,350.00
8021204	4" PERFORATED UNDERDRAIN	1,500	LF	\$ 38.00	\$ 54,000.00	\$ 15.00	\$ 22,500.00	\$ 9.55	\$ 14,325.00
8034060	6" PIPE SLOPE DRAIN	200	LF	\$ 32.00	\$ 6,400.00	\$ 10.00	\$ 2,000.00	\$ 8.00	\$ 1,600.00
8041020	RIP-RAP CLASS B	784	TON	\$ 200.00	\$ 152,800.00	\$ 70.00	\$ 53,480.00	\$ 55.15	\$ 42,134.60
8041030	RIP-RAP CLASS C	208	TON	\$ 220.00	\$ 45,760.00	\$ 75.00	\$ 15,600.00	\$ 59.10	\$ 12,292.80
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL 2) TYPE B	1,357	SY	\$ 3.00	\$ 4,071.00	\$ 3.00	\$ 4,071.00	\$ 5.20	\$ 7,056.40
8051100	STEEL BEAM GUARDRAIL	4,212.5	LF	\$ 17.50	\$ 73,718.75	\$ 18.50	\$ 69,506.25	\$ 19.00	\$ 80,037.50
8052210	END ANCHOR - TYPE B	6	EA	\$ 600.00	\$ 3,600.00	\$ 500.00	\$ 3,000.00	\$ 575.00	\$ 3,450.00
8053250	THREE BEAM G.R. BRIDGE CONN.	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,610.00	\$ 6,440.00
8057100	GUARDRAIL LEADING TYPE T T13 (50')	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,870.00	\$ 10,680.00	\$ 3,070.50	\$ 12,282.00
8081010	RIGHT OF WAY MARKER (REBAR AND CAP)	40	EA	\$ 300.00	\$ 12,000.00	\$ 125.00	\$ 5,000.00	\$ 136.30	\$ 5,532.00
8091050	RIGHT OF WAY PLAT	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,768.00	\$ 18,768.00
8100100	PERMANENT COVER	38.8	AC	\$ 1,600.00	\$ 62,112.00	\$ 1,524.00	\$ 59,181.68	\$ 1,752.60	\$ 68,035.93
8100200	TEMPORARY COVER	20	AC	\$ 1,000.00	\$ 20,000.00	\$ 950.00	\$ 19,000.00	\$ 1,092.50	\$ 21,850.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	40	AC	\$ 900.00	\$ 36,000.00	\$ 785.00	\$ 31,400.00	\$ 902.75	\$ 36,110.00
8104005	FERTILIZER (NITROGEN)	3,200	LB	\$ 3.00	\$ 9,600.00	\$ 2.50	\$ 8,000.00	\$ 2.90	\$ 9,280.00

Sales Tax Transportation Improvement Program

Bld Tabs

Sept. 15, 2016

8104010	FERTILIZER (PHOSPHORIC ACID)	3,200	LB	\$	3.00	\$	9,600.00	\$	2.50	\$	8,000.00	\$	2.90	\$	9,280.00
8104015	FERTILIZER (POTASH)	3,200	LB	\$	3.00	\$	9,600.00	\$	2.50	\$	8,000.00	\$	2.90	\$	9,280.00
8105005	AGRICULTURAL GRANULAR LIME	54,000	LB	\$	0.50	\$	32,000.00	\$	0.40	\$	25,600.00	\$	0.46	\$	29,440.00
8109050	SELECTIVE WATERING	271,500	GAL	\$	0.10	\$	27,150.00	\$	0.09	\$	24,435.00	\$	0.10	\$	27,150.00
8109901	MOWING	104	AC	\$	603.00	\$	62,400.00	\$	525.00	\$	54,600.00	\$	603.75	\$	62,790.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	11	EA	\$	240.00	\$	2,640.00	\$	220.00	\$	2,420.00	\$	892.50	\$	9,487.50
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	23	EA	\$	240.00	\$	5,520.00	\$	220.00	\$	5,060.00	\$	1,092.50	\$	25,127.50
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10" B & B	27	EA	\$	220.00	\$	5,940.00	\$	190.00	\$	5,130.00	\$	1,092.50	\$	29,497.50
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	38	EA	\$	250.00	\$	9,500.00	\$	225.00	\$	8,550.00	\$	1,092.50	\$	41,515.00
8111188	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	39	EA	\$	250.00	\$	9,750.00	\$	220.00	\$	8,580.00	\$	1,437.50	\$	56,062.50
81111XX	FRINGE TREE () 8" HIGH B & B	25	EA	\$	300.00	\$	7,500.00	\$	225.00	\$	5,625.00	\$	892.50	\$	21,562.50
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	5	AC	\$	1,350.00	\$	6,750.00	\$	1,250.00	\$	6,250.00	\$	1,437.50	\$	7,187.50
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	5	AC	\$	3,000.00	\$	15,000.00	\$	2,875.00	\$	14,375.00	\$	3,306.25	\$	16,531.25
8153000	SILT FENCE	19,292	LF	\$	3.00	\$	57,876.00	\$	1.99	\$	38,391.08	\$	2.30	\$	44,371.60
8153090	REPLACE/REPAIR SILT FENCE	1,929	LF	\$	5.00	\$	9,645.00	\$	5.00	\$	9,645.00	\$	4.60	\$	8,873.40
8154011	POROUS BAFFLE	150	LF	\$	22.00	\$	3,300.00	\$	10.00	\$	1,500.00	\$	10.83	\$	1,639.50
8154012	FLOATING SKIMMER	1	EA	\$	6,500.00	\$	6,500.00	\$	7,500.00	\$	7,500.00	\$	4,945.00	\$	4,945.00
8154000	SILT BASINS	2,038	CY	\$	20.00	\$	40,760.00	\$	10.00	\$	20,390.00	\$	17.25	\$	35,172.75
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	1,600	LF	\$	5.00	\$	8,000.00	\$	6.00	\$	9,600.00	\$	9.20	\$	14,720.00
8156300	SEDIMENT DAM RIP-RAP	460	TON	\$	150.00	\$	69,000.00	\$	75.00	\$	34,500.00	\$	59.25	\$	27,255.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	202.00	SY	\$	90.00	\$	18,180.00	\$	25.00	\$	5,050.00	\$	17.25	\$	3,484.50
8156490	STABILIZED CONSTRUCTION ENTRANCE	1,925	SY	\$	4.00	\$	7,700.00	\$	19.00	\$	36,575.00	\$	17.25	\$	33,206.25
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	1	EA	\$	15,000.00	\$	15,000.00	\$	10,000.00	\$	10,000.00	\$	12,880.00	\$	12,880.00
8161100	AGGREGATE DIAPHRAGM	22	CY	\$	150.00	\$	3,300.00	\$	125.00	\$	2,750.00	\$	331.20	\$	7,286.40
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	1.00	MSY	\$	6,000.00	\$	6,000.00	\$	5,950.00	\$	5,950.00	\$	6,845.50	\$	6,845.50
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	0.31	MSY	\$	8,000.00	\$	2,480.00	\$	7,325.00	\$	2,270.75	\$	8,423.75	\$	2,611.36
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	10.87	MSY	\$	2,500.00	\$	26,675.00	\$	1,520.00	\$	16,218.40	\$	1,748.00	\$	18,651.16
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	32	LF	\$	50.00	\$	1,600.00	\$	23.00	\$	736.00	\$	12.10	\$	387.20
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	32	LF	\$	50.00	\$	1,600.00	\$	20.00	\$	640.00	\$	7.60	\$	243.20
8152007	SEDIMENT TUBES FOR DITCH CHECKS	1,215	LF	\$	15.00	\$	18,225.00	\$	10.00	\$	12,150.00	\$	6.60	\$	8,019.00
8156200	CLEANING INLET STRUCTURE FILTERS	26	EA	\$	500.00	\$	13,000.00	\$	150.00	\$	3,900.00	\$	327.75	\$	8,521.50
8156210	INLET STRUCTURE FILTER - TYPE B	23	EA	\$	650.00	\$	14,950.00	\$	350.00	\$	8,050.00	\$	327.75	\$	7,538.25
8157008	TEMPORARY SLOPE DRAIN - 8"	200	LF	\$	50.00	\$	10,000.00	\$	13.00	\$	2,600.00	\$	11.90	\$	2,380.00
8990523	CONSTRUCTION OF NEW DAM	1	LS	\$	1,800,000.00	\$	1,800,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,672,342.65	\$	1,672,342.65
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	1	LS	\$	300,000.00	\$	300,000.00	\$	750,000.00	\$	750,000.00	\$	548,441.90	\$	548,441.90
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	90	SF	\$	16.00	\$	1,440.00	\$	55.00	\$	4,950.00	\$	42.60	\$	3,834.00
8990556	STEEL CASING PIPE	808	LF	\$	200.00	\$	161,600.00	\$	125.00	\$	101,000.00	\$	454.25	\$	367,034.00
9607006	STORMWATER BASIN RISERS	1	LS	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
	Sub-Total			\$	24,314,255.78		20,848,651.58		22,538,563.54				\$	24,157,251.31	

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	4,170	SY		\$ 50.00	\$ 208,520.81	\$ 50.00	\$ 208,520.81	\$ 74.75	\$ 311,738.61
4060010	ASPH. SURF. TREAT. (SINGLE)	16,982	SY		\$ 15.00	\$ 254,730.00	\$ 1.80	\$ 30,572.40	\$ 3.45	\$ 58,591.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	13,860	LF		\$ 0.20	\$ 2,772.00	\$ 0.19	\$ 2,633.40	\$ 0.17	\$ 2,356.20
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	30	LF		\$ 3.25	\$ 97.50	\$ 3.00	\$ 90.00	\$ 3.45	\$ 103.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1,160	LF		\$ 300.00	\$ 348,000.00	\$ 0.25	\$ 290.00	\$ 0.30	\$ 348.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	5,565	LF		\$ 0.20	\$ 1,113.00	\$ 0.15	\$ 834.75	\$ 0.17	\$ 946.05
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL	13,650	LF		\$ 0.40	\$ 5,460.00	\$ 0.38	\$ 4,777.40	\$ 0.40	\$ 5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL	30	LF		\$ 7.00	\$ 210.00	\$ 6.75	\$ 202.50	\$ 7.78	\$ 232.80
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL	1,160	LF		\$ 0.80	\$ 928.00	\$ 0.55	\$ 638.00	\$ 0.65	\$ 754.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL	5,865	LF		\$ 0.40	\$ 2,346.00	\$ 0.35	\$ 1,442.25	\$ 0.40	\$ 2,346.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	81	EA		\$ 4.00	\$ 324.00	\$ 3.75	\$ 304.50	\$ 4.31	\$ 349.71
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS			\$ 392,200.07		\$ 819,878.44		\$ 248,680.70		\$ 382,031.53
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS			\$ 24,708,555.84		\$ 21,868,330.02		\$ 22,788,344.33		\$ 24,539,282.85



UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
		1.545	MILES								
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	1,100	LF				\$ -	\$ 140.00	\$ 154,000.00	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	815	LF				\$ -	\$ 17.00	\$ 13,855.00	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	4	EA				\$ -	\$ 1,387.00	\$ 5,548.00	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	2	EA				\$ -	\$ 990.00	\$ 1,980.00	\$ 990.00	\$ 1,980.00
5	BEND- 45 DEGREE- 16-INCH, MJ	6	EA				\$ -	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	1	EA				\$ -	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	3	EA				\$ -	\$ 1,760.00	\$ 5,280.00	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	11	EA				\$ -	\$ 3,550.00	\$ 39,050.00	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	1	EA				\$ -	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	3	EA				\$ -	\$ 16,715.00	\$ 50,145.00	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1	EA				\$ -	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	170	LF				\$ -	\$ 187.00	\$ 31,790.00	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	280	CY				\$ -	\$ 156.00	\$ 43,680.00	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	80	SY				\$ -	\$ 91.00	\$ 7,280.00	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION						\$ -		\$ 366,400.00		\$ 366,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS										
15	BORE AND JACK WITH 30-INCH STEEL CASING	180	LF				\$ -	\$ 490.00	\$ 88,200.00	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	180	LF				\$ -	\$ 470.00	\$ 84,600.00	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 16)				\$511,857.00		\$ -		\$ 451,000.00		\$ 451,000.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1,849 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	1	EA			\$ -		\$ 17,885.00	\$ 17,885.00	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,587	LF			\$ -		\$ 109.75	\$ 281,728.25	\$ 109.75	\$ 281,728.25
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,570	LF			\$ -		\$ 190.00	\$ 298,300.00	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF			\$ -		\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	60	CY			\$ -		\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	7	EA			\$ -		\$ 1,390.00	\$ 9,730.00	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	8	EA			\$ -		\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	6	EA			\$ -		\$ 1,600.00	\$ 9,600.00	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	6	EA			\$ -		\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	3	EA			\$ -		\$ 2,275.00	\$ 6,825.00	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	400	CY			\$ -		\$ 9.40	\$ 3,760.00	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA			\$ -		\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 18-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA			\$ -		\$ 3,550.00	\$ 49,700.00	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	320	LF			\$ -		\$ 29.25	\$ 9,360.00	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	16	LF			\$ -		\$ 55.00	\$ 880.00	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LS			\$ -		\$ 17,550.00	\$ 17,550.00	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	145	SY			\$ -		\$ 21.00	\$ 3,045.00	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LS			\$ -		\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF			\$ -		\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00
WS-20	VWV GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 6-FT)	1,407	LF			\$ -		\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25
WS-21	VWV GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LF			\$ -		\$ 341.75	\$ 1,375,543.75	\$ 341.75	\$ 1,375,543.75
WS-22	VWV GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	260	LF			\$ -		\$ 210.00	\$ 54,600.00	\$ 210.00	\$ 54,600.00
WS-23	VWV GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	498	LF			\$ -		\$ 143.00	\$ 71,357.00	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	285	LF			\$ -		\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00
WS-25	60-INCH VWV MANHOLE (AVERAGE DEPTH 10-FT)	14	EA			\$ -		\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH VWV MANHOLE (AVERAGE DEPTH 10-FT)	7	EA			\$ -		\$ 12,556.00	\$ 87,892.00	\$ 12,556.00	\$ 87,892.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS			\$	-	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$	-	\$ 8.60	\$ 43,000.00	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$	-	\$ 9.00	\$ 45,000.00	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY			\$	-	\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$3,263,794.04	\$	-	\$ 3,475,675.25		\$ 3,475,675.25	

210 of 217

C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

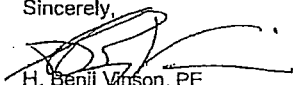
As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated "that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company" to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,


H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC

Exhibit 2



Sharpe's Contracting Services LLC

Post Office Box 27
Blythewood SC, 29016
(803) 960-4247

sharpescontractingservices@yahoo.com
www.sharpescontractingservices.com

PROPOSAL (9/13/2016)

CUSTOMER NAME: RICHARDSON CONSTRUCTION COMPANY

LOCATION: SHOP ROAD EXTENSION

SCOPE OF SERVICES: See below

1. We propose to perform the following portions of the new dam construction:

Bld Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
Sub Total New Dam Construction:					\$ 338,500.00

2. We propose to perform the following erosion control work:

Bld Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Ra	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

8151112	Temporary Erosion Control Blanket (Class B)	10.67	MSY	\$ 2,500.00	\$ 26,675.00
8152004	Inlet Structure Filter- Type F (Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152006	Inlet Structure Filter- Type F (Non-Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152007	Sediment Tubes for Ditch Checks	1,215	LF	\$ 15.00	\$ 18,225.00
8156200	Cleaning Inlet Structure Filters	26	EA	\$ 500.00	\$ 13,000.00
8156210	Inlet Structure Filter - Type B	23	EA	\$ 650.00	\$ 14,950.00
8157008	Temporary Slope Drain- 8"	200	LF	\$ 50.00	\$ 10,000.00
Sub Total Erosion Control					\$ 294,291.00

3. We propose to furnish and install steel casing as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990556	Furnish and Install 30" Steel Casing	808	LF	\$ 180.00	\$ 145,440.00
Sub Total 30" Steel Casing					\$ 145,440.00

4. We propose to furnish and install storm drainage piping and structures as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
7141113	18" RC Pipe Cul- Class III	3,851	LF	\$ 35.00	\$ 134,785.00
7141114	24" RC Pipe Cul- Class III	1,253	LF	\$ 42.00	\$ 52,626.00
7141116	36" RC Pipe Cul- Class III	714	LF	\$ 68.00	\$ 48,552.00
714111C	72" RC Pipe Cul- Class III	160	LF	\$ 200.00	\$ 32,000.00
7143642	42" Smooth Wall Pipe	48	LF	\$ 80.00	\$ 3,840.00
7191050	Catch Basin- Type 1 Special	1	EA	\$ 4,000.00	\$ 4,000.00
7191605	Catch Basin- Type 16	4	EA	\$ 3,600.00	\$ 14,400.00
7192020	Drop Inlet (24" x 36")	2	EA	\$ 3,300.00	\$ 6,600.00
7192040	Drop Inlet Type 112	22	EA	\$ 3,300.00	\$ 72,600.00
7192105	Manhole	5	EA	\$ 4,000.00	\$ 20,000.00
7192260	48" x 48" Junction Box	5	EA	\$ 4,000.00	\$ 20,000.00
Sub Total Storm Drainage Piping Structure					\$ 402,803.00

TOTAL PROPOSAL \$ 1,187,634.00

Bond Rate: Add 3%

Accepted By: _____

Date Accepted: _____

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

Exhibit 3

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2061
Fax: (803) 576-2136

MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation
Christy Swofford, Assistant Director of Procurement

RE: Shop Road Extension Phase I Project

DATE: December 2, 2016

Recommendation is for award to McClam & Associates, Inc. in the amount of \$24,539,282.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30 which brings total contract authorization to \$26,993,211.25. It is additionally recommended to authorize 5% of the low bid for utility relocations which equates to \$1,226,964.15

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

A handwritten signature in cursive script, reading "Rob Perry".

Rob Perry
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

A handwritten signature in cursive script, reading "Christy Swofford".

Christy Swofford
Assistant Director of Procurement



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

COUNCIL MEMORANDUM 11-3

To: Council Members
From: Gerald Seals, Interim County Administrator
Date: December 2, 2016
Subject: Rescinding Council Memorandum 10-4

Purpose:

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

Background:

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

2020 Hampton Street • P.O. Box 192 • Columbia, SC 29202 • Phone: (803) 576-2050
Fax: (803) 576-2137 • TDD: (803) 748-4999

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction.
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

Corrective Actions:

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

In the Spirit of Excellence,

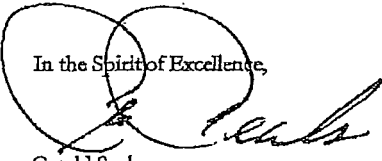

Gerald Seals

Exhibit 4

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

December 5, 2016

(via hand-delivery)

Richland County Procurement Review Panel
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

2016 DEC - 5 PM 12:58
RICHLAND COUNTY
PROCUREMENT DEPT

Dear Procurement Review Panel:

I represent Richardson Construction Company (Richardson) in their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. In an effort to preserve all arguments and grounds that might otherwise be waived, Richardson submits this appeal of the following matters:

1. Decision of County staff to recommend awarding the contract for Shop Road Extension Phase 1 Construction to McClam & Associates, Inc. and
2. Policy decision of Interim County Administrator that permitting any correction of a bid after bid opening is inconsistent with the Richland County Procurement Ordinance.

The Procurement Review Panel has the authority to hear this appeal pursuant to the Richland County Procurement Code, which provides:

There is hereby created the Richland County procurement review panel (review panel) which shall be charged with the responsibility of providing an administrative review of . . . any other decision, policy or procedure arising from or concerning the expenditure of county funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of this code and regulations.

Richland County Code § 2-621.4(a) (emphasis added). In this case, Richardson appeals a decision and policy arising from the expenditure of County funds for construction.

As stated above, this appeal arises from County's procurement process for the construction of an extension to Shop Road. Richardson and two other bidders submitted bids in response to an invitation to bid for the project, and those bids were opened on September 14, 2016. On October 11, 2016, the Penny Tax Program Development Team (PDT) recommended that C.R. Jackson be awarded the contract. However, after Richardson voiced concerns about that recommendation, a decision by the County Council was deferred. On October 31, 2016, Richardson provided County attorney, Larry Smith, Esq., with a legal analysis of why the County should and could award the contract to Richardson. A copy of that correspondence is attached

as **Exhibit 1**. Richardson submitted correspondence containing additional analysis to the Interim County Administrator, Gerald Seals, and the County attorney on November 30, 2016. A copy of that correspondence is attached as **Exhibit 2**.

On December 2, 2016, County staff issued a memorandum recommending that McClam & Associates be awarded the contract at the County Council meeting on December 6, 2016. A copy of that recommendation is attached as **Exhibit 3**. With the prior knowledge of County staff and attorneys, Richardson communicated directly with the County councilmembers to explain why they should and could disregard County staff's recommendation and award the contract to Richardson. A copy of that email is attached as **Exhibit 4**.

Richardson incorporates herein its positions contained in Exhibits 1, 2, and 4 as its grounds for appeal to the Procurement Review Panel regarding the County staff procurement decision and policy.

In addition to the grounds for appeal outlined in the exhibits, Richardson asserts two other grounds. First, the Project Manual for this project contains the following provision:

The County of Richland reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the County.

Project Manual: Shop Road Extension Phase I PDT-290-IFB-2016 Section 4(1) page 13. Just as the PDT's Procurement Manual for the Richland County Transportation Program provides for the correction of bids, this provision is consistent with the Richland County Procurement Code provision that states that "all contracts shall be awarded to the lowest responsive and responsible vendor whose bid **complies materially** with the specifications publicized." Richland County Code § 2-608(e). Exact compliance is not required. A policy interpretation that there can be no correction to bids would mean that exact compliance would be required. Such a requirement would not be in the County's interest because it would take away the any flexibility the County might have to make procurement decisions in the best interest of the citizens. This constitutes an additional ground for reversing the Interim County Administrator's institution of a policy prohibiting any corrections to bids following bid opening.

Richardson's second additional ground for appeal is that even if a correction is not permitted, the Richland County Procurement Code permits award of the contract to Richardson, and it was erroneous for the County staff to not recommend Richardson for award. The code specifically provides that the County can make an exception and not take the lowest responsive and responsible bidder if doing so is in the best interest of the citizens of the county or minority procurement requirements, among other reasons. Richland County Code § 2-618(b). As set forth in the attached correspondence, Richardson's bid is almost **\$3 MILLION LESS** than McClam's bid. In the light of such a substantial difference in price, it would be in the best interest of the citizens of the County to avoid an unnecessary overpayment out of penny tax revenue. Also as set forth in the attached correspondence, Richardson's bid provides **\$1 MILLION MORE** to the minority community as encompassed in the DBE/SLBE goals. These two facts alone are a sufficient basis to reverse County staff's decision to recommend McClam for award of the contract.

Procurement Review Panel
December 5, 2016
Page 3

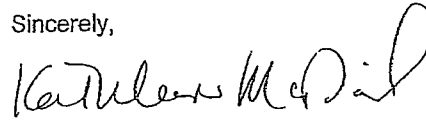
In recognition of the Procurement Review Panel's authority to consider this appeal, Richardson requests that the decision before the County Council on the agenda for December 6, 2016, be deferred until the Procurement Review Panel has considered and ruled upon this appeal.

If this matter does proceed to consideration by County council on December 6, 2016, and the council takes any action other than awarding the contract to Richardson, Richardson will need to pursue all other legal avenues of redress including further appeal or protest of such decision.

Thank you for your consideration of this appeal.

With kind regards, I am

Sincerely,



Kathleen McDaniel

Encls.

cc: Gerald Seals (via hand-delivery and email to sealsg@rcgov.com)
Larry Smith, Esq. (via hand-delivery and email to smithla@rcgov.com)
Ned Nicholson, Esq.
Joseph Richardson

Exhibit 1

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

October 31, 2016

(via hand-delivery)
Larry Smith, Esq.
Richland County Attorney
2020 Hampton Street
Columbia, SC 29204

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Dear Mr. Smith:

As you know, I have been engaged to represent Richardson Construction Company, Inc. in the matter of their bid on the Shop Road Extension Phase I Construction project ("Shop Road project"). On Monday, October 17, 2016, my client and I became aware that Dale Collier, the Procurement Manager of the Richland County Penny Tax Program Development Team ("PDT"), had sent a letter to Rob Perry, Director of Transportation for Richland County, recommending that C.R. Jackson, Inc. be awarded the contract for the Shop Road project. **(Attachment 1.)** Richland County Council was scheduled to vote on the award of contract for the Shop Road project at their regular meeting on Tuesday, October 18, 2016; however, that vote was deferred.

I am writing today to explain why Richardson Construction Company should be awarded the contract at this time. Ultimately, Richardson was the lowest bidder and was a responsive bidder, as explained below. The two irregularities cited by Mr. Collier in his October 11, 2016 letter are technicalities that Richardson has corrected. Richardson was the lowest bidder by \$1.1 million. Furthermore, Richardson's bid provides a greater amount of DBE/SLBE participation than Jackson. So, not only does Richardson provide greater economy for the County, it does so at the same time as providing the greatest financial opportunity for the DBE/SLBE community. Finally, of the three bidders, only Richardson is based in Richland County. For these reasons, the Shop Road project should be awarded at this time to Richardson.

To expand on this, some explanation of how we arrived at this point is necessary. On July 20, 2016, Richland County issued its Invitation to Bid. Bids were due on September 14, 2016, at 2:00 p.m. On September 14, 2016, Richardson, Jackson, and a third company, McClam & Associates, Inc., submitted bids. The bids were as follows:

Bidder	Bid total	
Richardson Construction	\$21,666,330.02	← lowest bid
C.R. Jackson, Inc.	\$22,788,344.33	
McClam & Associates, Inc.	\$24,539,282.95	

Richardson Construction's bid was \$1,122,014.31 lower than Jackson's bid and \$2,872,852.93 lower than McClam's bid.

Larry Smith, Esq.
October 31, 2016
Page 2

One goal of the Shop Road project was to have Disadvantaged Business Enterprise ("DBE") and Small Local Business Enterprise ("SLBE") participation at 7% and 4.37% respectively. Those numbers—as the bids were submitted initially—are as follows:

Bidder	DBE percentage	SLBE percentage
Richardson	7.84%	5.5%
Jackson	7.03%	1.7%

After the bid opening, the PDT informed Richardson that LAD, Inc. was not on the SLBE certified directory. Richardson then realized it had inadvertently submitted an earlier internal draft of the SLBE with LAD, Inc.'s name and the address for a different subcontractor, Hemdon. A representative of the PDT called Richardson about this the day after bid opening and at the same time scheduled a meeting for Richardson to come in and meet with PDT representatives. That meeting was held on September 19 or 20, 2016. At that meeting, Richardson explained the scrivener's error and provided the PDT representatives with copies of its quote from Sharpe Contracting Services, LLC showing Sharpe's quote, dated September 13, 2016, in the total amount of \$1,187,634.00. (**Attachment 2.**) Richardson provided Sharpe's quote (which was obtained pre-bid) and contact information to the PDT to document that the Sharpe was the proper SLBE contractor that had been contacted prior to bidding. Using Sharpe as the SLBE contractor, Richardson exceeds the SLBE goal. Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Following that meeting, representatives of Richardson attempted to contact the PDT to find out the status of the bid consideration and more specifically to find out if there were any other issues with its bid that needed to be addressed. The response was that there was nothing else that Richardson needed to address. However, it appears in Mr. Collier's letter to Mr. Perry that there was some concern about the attachment of worksheets regarding utility relocation. This was never mentioned to Richardson as a concern. Had Richardson known this was a concern, it was ready, willing, and able to submit the worksheets if they had been requested.

After learning about this in Mr. Collier's letter, I provided those worksheets to you via email. Copies of my two emails to you sending that information are attached as **Attachment 3**. I never received any notification from our email system that those emails were not delivered.

As I have stated to you previously, based on the Bid Manual, Addendum 1, Addendum 2, and information provided at the pre-bid meeting, it was not clear to Richardson that the worksheets needed to be submitted in addition to the bid form. In fact, the interaction between the worksheets and bid form would indicate that the worksheets might not be needed as part of the bid. This is because as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. Therefore, the fact that those cells were filled in the completed bid form submitted by Richardson demonstrates that Richardson filled out the worksheets pre-bid and that they could not be manipulated post-bid opening. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

After bid opening, it appears that the PDT also realized that Jackson had failed to meet the SLBE participation goal. Post-bid opening, Jackson undertook to obtain additional SLBE participation and eventually managed to get a commitment from Taylor Brothers Construction Company and other sub-contractors. Those commitments brought Jackson's SLBE participation to 4.40%. In contrast, Richardson has demonstrated that its bid is responsive and exceeded the DBE/SLBE goal without the need for post-bid recruitment of additional participants.

Moreover, Richardson's DBE/SLBE participation exceeds that of Jackson not only in percentages but also in terms of actual dollars going to the DBE/SLBE community. The relative DBE/SLBE participation for Richardson and Jackson is as follows:

Company	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
Richardson	\$1,700,000 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%)
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%)

As this table demonstrates, not only does Richardson have a higher DBE/SLBE participation rate than Jackson, Richardson even has a higher absolute dollar amount that will go to the DBE/SLBE community. In fact, Richardson's DBE/SLBE participation rate is 1.92% higher than Jackson's rate, and Richardson will sub-contract with its DBE/SLBE contractors for almost \$300,000 more than Jackson. Thus, not only is Richardson the lowest bidder, but it exceeds the DBE/SLBE participation goals for the project and the DBE/SLBE participation rate for the next highest bidder.

Correcting the name of Richardson's SLBE contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. Richardson materially complied with the specifications of the invitation to bid and should be deemed a responsive bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million lower than Jackson, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the

Larry Smith, Esq.
October 31, 2016
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penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

By correcting the name of its SLBE contractor and providing the utility relocation worksheets, Richardson has corrected minor technicalities with its bid. These corrections have no effect on the amount of Richardson's bid or its performance of the contract. Because it was already the lowest bidder, these corrections do not prejudice the other bidders and are to the advantage of the County.

The public interest would not be served by delaying award of this contract to Richardson or awarding the contract to any other bidder. In fact, the exact opposite is true. It is in the best interest of the County to award the contract now because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community, which is \$300,000 more than Jackson.

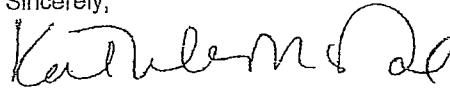
Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. Thus, the County should award the contract to Richardson as soon as possible.

We certainly appreciate the County's consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

Larry Smith, Esq.
October 31, 2016
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Sincerely,

A handwritten signature in cursive script, appearing to read 'Kathleen McDaniel', written in black ink.

Kathleen McDaniel

Encls.

cc: Joseph Richardson

ATTACHMENT 1



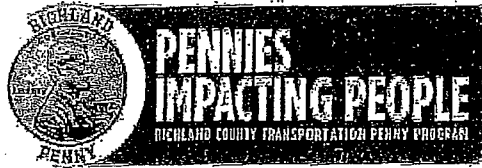
d) Shop Road Phase I Extension Project: Construction Award

Discussion Point:

Included in your agenda you will find a recommendation to award Shop Road Phase I Extension to C.R. Jackson Inc. This project has limits from Pineview Road to Longwood Road, and is located in District 10.

Status:

Staff recommends award to C.R. Jackson Inc. in the amount of \$25,067,178.76 which includes a 10% construction contingency. Staff also recommends approval of \$500,000 for project related utility relocations.



October 11, 2016

Mr. Rob Perry
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Shop Road Extension Phase I
Project Number: PPT-200-IFB-2016

Dear Mr. Perry:

A bid opening was held at 2:00 PM on Wednesday, September 14, 2016 at the Richland County Office of Small Business Opportunities at 2000 Hampton Street for the Shop Road Extension Phase I Project. Three bids were received from for the above mentioned work.

As is standard procedure, only the total dollar value of the contractor's bid was read out loud and the bids as submitted, were as follows:

Richardson Construction Co.	\$21,666,330.02
C. R. Jackson, Inc.	\$22,788,844.33
McClam & Associates, Inc.	\$24,539,282.95

After reviewing the unit prices and quantity calculations, the total dollar value of each of the bids were confirmed as submitted. The Engineer's Estimate for this project was \$24,706,555.84.

A Mandatory Pre-Bid Conference was held on August 16, 2016 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating attendance of three (3) firms.

The project is funded by the Richland County Transportation Penny and was assigned a DBE goal of 7.00% and an SBE goal of 4.32%.

Attached is a final bid tabulation sheet for your reference which indicates the responsive bid to be within 10% of the Engineer's Estimated Cost for the project.

Further review of the submitted bids shows that Richardson Construction Co. listed LAD, Inc. of Lugoff, SC as a certified SLBE firm which would be constructing storm drainage work at 5.5% of the contract dollar value. Upon review, LAD, Inc. is found not to be a certified SLBE firm. Richardson also failed to submit the "Utility Relocation Item No. 001" and "Utility Relocation Item No. 002" worksheets which are requirements of bidding the project. Richardson Construction Co. waited five days after the bid and then re-submitted a certified SLBE Contractor (Sharpe's Contracting Services) to perform the new dam construction, erosion control, steel casing and storm drainage line work, at 5.48% of the contract amount. However, this information was not in the package at the time of the bid opening, therefore, the Richland PDT has deemed Richardson's bid to be non-responsive.

C.R. Jackson, Inc. listed 3 certified SLBE firms to perform portions of the work, however, at only 1.7% of the contract dollar value, this falls well short of the 4.37% SLBE goal. Further communication sent to the Richland PDT by Benji Vinson of C.R. Jackson on September 16, 2016 (see attached letter) outlines their good faith effort communications to engage Taylor Brothers Construction Company to perform the borrow excavation portion of the project which would help C.R. Jackson make their 4.37% goal. Taylor Brothers had been contacted by C.R. Jackson on multiple occasions of their intention to bid the borrow excavation portion of the project only to be informed that Taylor Brothers would send their pricing exclusively to only one Contractor, McClam & Associates, Inc. the day before the bid.

McClam & Associates, Inc. with the help of Taylor Brothers, was the only Contractor to meet or exceed the DBE and SLBE goals for the project, however, their dollar contract value was more than 13% above the lowest bidder.

A further review of the bid documents by SCDOT personnel found that C.R. Jackson did in fact make a good faith effort to engage Taylor Brothers to perform the work described above.

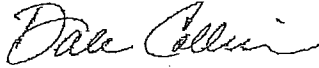
Richland County Procurement was contacted for their input on the subject bid and the PDT was informed that they could request that C.R. Jackson improve on their SLBE goal for the project. The PDT then contacted Benji Vinson of C.R. Jackson to begin the process. The following outlines Mr. Vinson's efforts to negotiate with Taylor Brothers as was reported to the PDT. Mr. Vinson called Collier Taylor to explore the possibility of subcontracting a portion of the purchase and hauling of the borrow material in order to elevate the SLBE percentage at least to the goal of 4.37%. Mr. Taylor responded with a proposal price for purchase, hauling and compaction of the borrow material and emphasized that this was an "all or nothing" price, no room to negotiate. Mr. Vinson then contacted other SLBE firms to attempt to garner more SLBE participation. M. L. Whittaker Hauling and Sharp's Contracting Services were receptive to performing miscellaneous hauling and grading for the project and are now listed on C. R. Jackson's SLBE Committal Sheet. C. R. Jackson has now committed a total of five SLBE firms to the project with a total dollar value of \$1,008,817.00 or 4.43%, slightly over the 4.37% project goal.

Richland PDT recommends that a contract be awarded to C.R. Jackson for the project based on their dollar contract value and good faith effort to meet the SLBE goal for the project. We believe that C. R. Jackson, Inc. is the most responsive and responsible bidder, and a contract for the work in the amount of \$22,788,344.33 be forwarded to them for execution. It is further recommended that the approval of the

award also include a 10% construction contingency of \$2,278,834.43 as well as a utility relocation contingency of \$500,000.00 for utility companies who may have prior location rights.

Should Richland County Council approve this recommendation, the PDT will schedule a pre-construction conference with the Contractor to begin construction of the work.

Sincerely,
RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Janet Jones, Richland PDT

ATTACHMENTS:

Bid Form C. R. Jackson, Inc.
Engineer's Estimate Comparison

Bid Tabulation
C. R. Jackson, License

Mandatory Pre-Bid Sign In Sheet
Letter from Benji Vinson of C.R. Jackson

(5) BID FORM

SHOP ROAD EXTENSION PHASE I

Bidder's Name C. R. Jackson, Inc.

Bidder's License Number G12195

In accordance with the advertisement by Richland County (hereinafter after called County) inviting Bids for above referenced project and in conformity with the Plans and Specifications on file at the Richland PDT:

THE UNDERSIGNED CERTIFIES that the BIDDER is fully informed respecting the preparation of its Bid and all pertinent circumstances respecting its Bid, and that it has authority, as agent or representative of the BIDDER for the submission of a Bid on the above-referenced project; and

THE BIDDER CERTIFIES that the BIDDER is the only person(s) interested in his Bid as Principal(s); that it is made without collusion with any person, firm, or corporation; that an examination has been made of the Specifications and Bid Documents, including the Special Provisions, the Plans, and the site of the work; that it proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and all materials specified, in the manner and at the time prescribed; that it understands that the quantities of work shown herein are approximate and are subject to increase or decrease; that it further understands that all quantities of work, whether increased or decreased, are to be performed at the following unit prices, except in cases where the Specifications provide for payment under a Supplemental Agreement or on a Force Account basis;

THE BIDDER FURTHER PROMISES:

- (a) To do all Extra Work which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such extra work. If such prices or sums cannot be agreed upon in writing prior to starting such work to perform the work on a Force Account basis as provided in the Specifications.
- (b) To execute the Contract within twenty (20) days from the date of the Award of Contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provisions.
- (c) To furnish a Performance and a Payment Bond in the full amount (100%) of the Contract.
- (d) To guarantee all of the work performed under this Contract to be done in accordance with the

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Specifications and in good and workmanlike manner, and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

- (e) To furnish a statement, on demand of the County, showing financial and general responsibility.

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 1,100,000.00	\$ 1,100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 200,000.00	\$ 200,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 451,000.00	\$ 451,000.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,476,675.25	\$ 3,476,675.25
1071000	TRAFFIC CONTROL	LS	1	\$ 100,000.00	\$ 100,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 30,000.00	\$ 30,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 15,000.00	\$ 15,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 1,758,000.00	\$ 1,758,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 20.00	\$ 8,000.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 100.00	\$ 5,000.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 7.00	\$ 470,337.00
2033000	BORROW EXCAVATION	CY	104,608	\$ 18.00	\$ 1,885,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 5,000.00	\$ 5,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 30.00	\$ 45,000.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 31.00	\$ 355,725.00
2081001	FINE GRADING	SY	77,500	\$ 2.50	\$ 193,750.00
3069900	MAINTENANCE STONE	TON	400	\$ 30.00	\$ 12,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.00	\$ 1,245,225.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 425.00	\$ 377,400.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 3.00	\$ 25,965.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 6.50	\$ 20,410.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 1,500.00	\$ 3,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 85.00	\$ 128,265.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 85.00	\$ 117,045.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 150.00	\$ 37,500.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 72.02	\$ 3,734,381.04
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.15	\$ 300.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.15	\$ 600.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS 81-DIR. 4" X 4"	EA	40	\$ 5.00	\$ 200.00
6041200	BARRICADE- TYPE 3	LF	60	\$ 27.50	\$ 1,650.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 5.60	\$ 3,091.20
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 15,000.00	\$ 15,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.30	\$ 76.80
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.15	\$ 150.90
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.00	\$ 2,094.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 35.00	\$ 210.00
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 50.00	\$ 100.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.15	\$ 900.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.00	\$ 1,160.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.00	\$ 11,528.00
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.65	\$ 10,189.40
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 12.00	\$ 24,372.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 100.00	\$ 2,000.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 150.00	\$ 3,000.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.65	\$ 8,424.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.00	\$ 13,440.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.65	\$ 1,397.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.35	\$ 1,607.20
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.25	\$ 2,274.75
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 6.75	\$ 4,482.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 65.00	\$ 650.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 100.00	\$ 800.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.35	\$ 4,161.50
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 3.75	\$ 1,215.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 3.75	\$ 1,125.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.75	\$ 3,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	SF	417.25	\$ 22.76	\$ 9,492.44
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 210.00	\$ 630.00
6531210	U-SECTION POST FOR SIGN SUPPORTS -- 3P	LF	1,040	\$ 8.25	\$ 8,580.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 6.35	\$ 8,255.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 18.20	\$ 1,820.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 30.00	\$ 600.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR -- GRAY	LF	1,400	\$ 2.10	\$ 2,940.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR -- BLACK	LF	700	\$ 2.05	\$ 1,435.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR -- GRAY	LF	700	\$ 2.15	\$ 1,505.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.50	\$ 200.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 7.00	\$ 1,400.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 750.00	\$ 750.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 335.00	\$ 5,025.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,500.00	\$ 26,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 5.25	\$ 2,625.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 950.00	\$ 1,900.00
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 14,000.00	\$ 14,000.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,400.00	\$ 3,400.00
6865722	FURNISH & INSTALL 12" 1-WAY-4 SECTION (RA,YA,FA,GA) VEH TRAFFIC SIGNAL	EA	1	\$ 980.00	\$ 980.00

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.A.Y.A.F) VEH TRAFFIC SIGNAL	EA	1	\$ 850.00	\$ 850.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 800.00	\$ 8,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 275.00	\$ 2,200.00
6865834	BACKPLATE/W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 175.00	\$ 2,100.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,500.00	\$ 1,500.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,500.00	\$ 1,500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,000.00	\$ 1,000.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 38.00	\$ 912.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 3,000.00	\$ 12,000.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141115	36" RC PIPE CUL. - CLASS III	LF	714	\$ 100.00	\$ 71,400.00
714111C	72" RC PIPE CUL. - CLASS III	LF	160	\$ 325.00	\$ 52,000.00
7143642	42" SMOOTH WALL PIPE	LF	48	\$ 130.00	\$ 6,240.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,150.00	\$ 2,150.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 3,650.00	\$ 14,600.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,000.00	\$ 4,000.00
7192040	DROP INLET TYPE 112	EA	22	\$ 2,650.00	\$ 58,300.00
7192105	MANHOLE	EA	5	\$ 2,250.00	\$ 11,250.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 2,800.00	\$ 14,000.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.50	\$ 16,557.50
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 28.50	\$ 1,690.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 45.00	\$ 18,360.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 65.00	\$ 26,975.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 250.00	\$ 19,250.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 65.00	\$ 6,370.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 2,823,000.00	\$ 2,823,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 12.00	\$ 18,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 15.00	\$ 22,500.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 10.00	\$ 2,000.00
8041020	RIP-RAP CLASS B	TON	764	\$ 70.00	\$ 53,480.00
8041030	RIP-RAP CLASS C	TON	208	\$ 75.00	\$ 15,600.00
8048205	GEOTEXTILE FOR EROSION CONTROL-UNDER RIP-RAP (CL'2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 15.50	\$ 69,506.25
8052210	END ANCHOR - TYPE B	EA	6	\$ 500.00	\$ 3,000.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,400.00	\$ 5,600.00
8057100	GUARDRAIL LEADING TYPE T LLS (50')	EA	4	\$ 2,670.00	\$ 10,680.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 125.00	\$ 5,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 5,000.00	\$ 5,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,524.00	\$ 59,161.68
8100200	TEMPORARY COVER	AC	20	\$ 950.00	\$ 19,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 765.00	\$ 31,400.00
8104005	FERTILIZER (NITROGEN)	LB	8,200	\$ 2.50	\$ 8,000.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.50	\$ 8,000.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.50	\$ 8,000.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.40	\$ 25,600.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.09	\$ 24,435.00
8109901	MOWING	AC	104	\$ 525.00	\$ 54,600.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 220.00	\$ 2,420.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 220.00	\$ 5,060.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 190.00	\$ 5,130.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 225.00	\$ 8,550.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 220.00	\$ 8,580.00
81111XX	FRINGE TREE () 8" HIGH B & B	EA	25	\$ 225.00	\$ 5,625.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,250.00	\$ 6,250.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 2,875.00	\$ 14,375.00
8153000	SILT FENCE	LF	19,292	\$ 1.99	\$ 38,391.08
8153080	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 10.00	\$ 1,500.00
8154012	FLOATING SKIMMER	EA	1	\$ 7,500.00	\$ 7,500.00
8154000	SILT BASINS	CY	2,039	\$ 10.00	\$ 20,390.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 6.00	\$ 9,600.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 75.00	\$ 34,500.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 25.00	\$ 5,050.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 19.00	\$ 36,675.00
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 125.00	\$ 2,750.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 5,950.00	\$ 5,950.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 7,325.00	\$ 2,270.75
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 1,520.00	\$ 16,216.40
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 23.00	\$ 736.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 20.00	\$ 640.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 10.00	\$ 12,150.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 150.00	\$ 3,900.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 350.00	\$ 8,050.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
B157008	TEMPORARY SLOPE DRAIN - 8"	LF	208	\$ 13.00	\$ 2,800.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,500,000.00	\$ 1,500,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 750,000.00	\$ 750,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 55.00	\$ 4,950.00
8990556	STEEL CASING PIPE	LF	808	\$ 125.00	\$ 101,000.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 12,000.00	\$ 12,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 22,538,663.64

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 1.80	\$ 30,027.00
8250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.15	\$ 2,047.50
8250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.00	\$ 90.00
8250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.25	\$ 290.06
8250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.15	\$ 834.75
8271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.35	\$ 4,777.50
8271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 6.75	\$ 202.50
8271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.55	\$ 638.14
8271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.35	\$ 1,947.75
8301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 3.75	\$ 304.69
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 249,680.70
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 22,788,344.38

The following quantities for Shop Road Extension (SC-788E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000	MOBILIZATION	LS	1
1050800	CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000	TRAFFIC CONTROL	LS	1
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000	SILT FENCE	LF	12,892
8153090	REPLACE/REPAIR SILT FENCE	LF	1,289
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100	PERMANENT COVER	AC	6.82
8156210	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 17.00	\$ 13,855.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 1,387.00	\$ 5,548.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 990.00	\$ 1,980.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 1,000.00	\$ 6,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 1,105.00	\$ 1,105.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 1,760.00	\$ 5,280.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 3,550.00	\$ 39,050.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,457.00	\$ 2,457.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 16,715.00	\$ 50,145.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 4,230.00	\$ 4,230.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 156.00	\$ 43,680.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 91.00	\$ 7,280.00
	SUBTOTAL - CONSTRUCTION				\$ 355,400.00
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 90-INCH STEEL CASING	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				\$ 451,000.00

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1060800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.57

Sept. 14, 2016

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

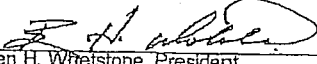
ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 17,885.00	\$ 17,885.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 109.76	\$ 281,728.26
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 190.00	\$ 298,300.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 106.00	\$ 225,038.00
WS-5	FLOWABLE FILL	CY	60	\$ 155.00	\$ 9,300.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 1,390.00	\$ 9,730.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,760.00	\$ 14,080.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,600.00	\$ 9,600.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6	\$ 2,137.00	\$ 12,822.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,275.00	\$ 6,825.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 9.40	\$ 3,760.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 4,250.00	\$ 29,750.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 3,550.00	\$ 49,700.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 29.25	\$ 9,360.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 55.00	\$ 880.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 17,550.00	\$ 17,550.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 21.00	\$ 3,045.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 5,850.00	\$ 5,850.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 7.00	\$ 2,380.00
WS-20	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 127.75	\$ 179,744.25
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 341.75	\$ 1,376,543.75
WS-22	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 210.00	\$ 54,600.00
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 143.00	\$ 71,357.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	255	\$ 465.00	\$ 123,225.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 18,820.00	\$ 263,480.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 12,556.00	\$ 87,892.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 124,000.00	\$ 124,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 8.60	\$ 43,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 9.00	\$ 45,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.25	\$ 101,250.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,476,675.25

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	6.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME C. R. Jackson, Inc.

INDIVIDUAL'S SIGNATURE


Ben H. Whitestone, President

CONTRACTOR'S ADDRESS

P. O. Box 8023

CITY, STATE, ZIP

Columbia, South Carolina 29202

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders - Federal Projects" and "Disadvantaged Business Enterprises (DBE) - Federal Projects" included in this proposal.

[illegible]

- This form may be reproduced or additional sheets added in order to provide all requested information. I declare under penalty of perjury that the information provided herein is true and correct.

-- Ben H. Whetstone, President
Title:

Disadvantaged Business Enterprise (DBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Wilson Brothers, Inc P. O. Box 673 Honea Path, South Carolina 29654	0.95%	Concrete Flatwork and Drainage Boxes	\$ 217,822.50
Herndon, Inc. P. O. Box 36 Lugoff, South Carolina 29078	1.34%	Grassing & Silt Fence	\$ 305,802.00
Sanitary Plumbing Contractors Simpsonville, South Carolina	1.74%	Concrete work at dam	\$ 398,590.00
Taylor Brothers Columbia, South Carolina	0.54%	Aggregate Haul for Concrete	\$ 124,000.00
The Sharon Company Lexington, South Carolina	0.39%	Guardrail	\$ 88,786.25
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
L. A. Barrier Lexington, South Carolina	0.92%	Misc. Haul	\$ 210,000.00
	7.03%		\$ 1,609,037.75

(15) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

Small Local Business Enterprises

The BIDDER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

BIDDER is required to complete the SLBE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with the certification program of the Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019,%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

1. Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	2. Estimated Percentage of Total Contract
	SEE ATTACHED SHEET		

1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

2 Percent - show percent of total contract amount committed to each SLBE listed.

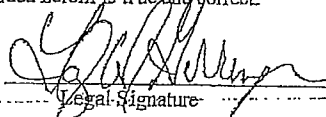
This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 14th day of Sept., 2016

C. R. Jackson, Inc.

Company


Legal Signature

Notary Public for South Carolina My Commission Expires: 2-15-23

Small Local Business Enterprise (SLBE) Committal Sheet

Name & Address of DBE	Percent	Description of Work	Dollar Value
Chao Consulting Engineers Columbia, South Carolina	0.71%	Construction Staking & As-builts	\$ 163,210.00
Premier Constructors, Inc. West Columbia, South Carolina	0.44%	Signalization	\$ 100,827.00
Taylor Brothers Columbia, South Carolina	0.74%	Hauling for Concrete Aggregate	\$ 169,000.00
M. L. Whittaker Hauling, LLC Columbia, South Carolina	1.30%	Misc. Hauling & Conc. Wet Batch Haul	\$ 298,380.00
Sharpe's Contracting Services Blythewood, South Carolina	1.21%	Misc. Hauling, Misc. Grading & Conc. Wet Batch Haul	\$ 277,400.00
	4.40%		\$ 1,008,817.00



PENNIES
IMPACTING PEOPLE
A COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE



Shop Road Extension Phase 1

Bid Tabulation Sheet

PDT-290-IFB-2016

September 14, 2016 - 2:00 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2016 SEP 14 PM 2:00

BIDDER	TOTAL BID
RICHARDSON CONSTRUCTION CO	\$ 21,666,330.02
M ^c CLAM & ASSOCIATES	\$ 24,577,282.95
C.R. JACKSON, INC.	\$ 22,788,344.33

CERTIFIED BY

Dale Collins

202 of 217

RCC - 380



SHOP ROAD EXTENSION - PHASE 1

ITEM #	DESCRIPTION	TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		C.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1051000	MOBILIZATION	1	LB			\$ 500,000.00	\$ 500,000.00	\$ 1,100,000.00	\$ 1,100,000.00	\$ 870,166.75	\$ 870,166.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	1	EA			\$ 160,000.00	\$ 160,000.00	\$ 200,000.00	\$ 200,000.00	\$ 188,762.50	\$ 188,762.50
1052000	UTILITY RELOCATION NO. 1	1	EA			\$ 489,890.00	\$ 489,890.00	\$ 451,000.00	\$ 451,000.00	\$ 461,000.00	\$ 461,000.00
1052000	UTILITY RELOCATION NO. 2	1	EA			\$ 3,129,740.00	\$ 3,129,740.00	\$ 3,478,675.25	\$ 3,478,675.25	\$ 3,478,675.25	\$ 3,478,675.25
1071000	TRAFFIC CONTROL	1	LB			\$ 65,000.00	\$ 65,000.00	\$ 100,000.00	\$ 100,000.00	\$ 63,825.00	\$ 63,825.00
1080300	CFM PROGRESS SCHEDULE	1	LB			\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 24,180.00	\$ 24,180.00
1080200	AS-BUILT CONSTRUCTION PLANS	1	LB			\$ 60,000.00	\$ 60,000.00	\$ 16,000.00	\$ 16,000.00	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1	LB			\$ 760,000.00	\$ 760,000.00	\$ 1,758,000.00	\$ 1,758,000.00	\$ 1,618,625.00	\$ 1,618,625.00
2026000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	400	SY			\$ 12.00	\$ 4,800.00	\$ 20.00	\$ 8,000.00	\$ 5.90	\$ 2,360.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	50	CY			\$ 16.00	\$ 780.00	\$ 100.00	\$ 5,000.00	\$ 56.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION	87,191	CY			\$ 8.00	\$ 697,528.00	\$ 7.00	\$ 470,337.00	\$ 11.80	\$ 788,853.80
2033000	BORROW EXCAVATION	104,808	CY			\$ 18.00	\$ 1,886,544.00	\$ 18.00	\$ 1,886,544.00	\$ 16.00	\$ 1,672,120.00
2033100	BORROW PIT SETUP	1	LB			\$ 50,000.00	\$ 50,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,970.00	\$ 6,970.00
2034000	MUCK EXCAVATION	1,500	CY			\$ 25.00	\$ 37,500.00	\$ 30.00	\$ 45,000.00	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL	11,476	TON			\$ 48.00	\$ 550,848.00	\$ 31.00	\$ 355,726.00	\$ 43.25	\$ 498,293.75
2081001	FINE GRADING	77,500	SY			\$ 8.00	\$ 620,000.00	\$ 2.50	\$ 193,750.00	\$ 4.05	\$ 313,875.00
3055800	MAINTENANCE STONE	400	TON			\$ 38.00	\$ 15,200.00	\$ 50.00	\$ 20,000.00	\$ 42.25	\$ 16,900.00
401004	LIQUID ASPHALT BINDER PG64-22	18,603	TON			\$ 68.00	\$ 1,263,004.00	\$ 76.00	\$ 1,413,228.00	\$ 79.80	\$ 1,488,167.70
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	888	TON			\$ 412.00	\$ 365,468.00	\$ 428.00	\$ 377,400.00	\$ 443.80	\$ 394,183.20
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	8,959	GY			\$ 5.00	\$ 44,795.00	\$ 3.00	\$ 26,877.00	\$ 6.38	\$ 57,068.25
4019000	MILLED-IN RUMBLE STRIP	3,140	SY			\$ 9.00	\$ 28,260.00	\$ 8.50	\$ 26,685.00	\$ 8.55	\$ 26,782.50
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	2	MI			\$ 5,000.00	\$ 10,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,288.00	\$ 2,576.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,639	TON			\$ 92.00	\$ 150,828.00	\$ 88.00	\$ 144,256.00	\$ 101.20	\$ 165,710.80
4030300	HIM ASPHALT THIN LIFT SEAL COURSE	1,977	TON			\$ 86.00	\$ 169,922.00	\$ 88.00	\$ 173,936.00	\$ 93.60	\$ 184,663.20
4037000	HIM ASPHALT CONC. SURF. CR. FOR DITCH PAVING	260	TON			\$ 175.00	\$ 45,750.00	\$ 160.00	\$ 41,600.00	\$ 172.50	\$ 45,050.00
5011300	PORTLAND CEMENT CONC. PAV. 10' UNIFORM	56	TON			\$ 300.00	\$ 16,800.00	\$ 300.00	\$ 16,800.00	\$ 287.60	\$ 16,017.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	51,882	GY			\$ 82.00	\$ 4,254,924.00	\$ 72.02	\$ 3,734,381.04	\$ 80.30	\$ 4,166,235.60
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	2,000	LF			\$ 0.18	\$ 360.00	\$ 0.16	\$ 300.00	\$ 0.17	\$ 340.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS 91-DIR. 4" X 4"	4,000	LF			\$ 0.15	\$ 600.00	\$ 0.15	\$ 600.00	\$ 0.17	\$ 680.00
6041200	BARRICADE - TYPE A	40	EA			\$ 6.00	\$ 240.00	\$ 5.00	\$ 200.00	\$ 6.75	\$ 270.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	50	LF			\$ 0.35	\$ 17.50	\$ 0.27	\$ 13.50	\$ 0.34	\$ 17.00
6062000	CONSTRUCTION ZONE ELEC. CHANGEBLE MESSAGE SIGN (TRAILER)	652	GF			\$ 8.00	\$ 5,216.00	\$ 5.60	\$ 3,651.20	\$ 13.80	\$ 9,000.00
6280005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1	EA			\$ 50,000.00	\$ 50,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,307.50	\$ 17,307.50
6280010	4" WHITE SOLID LINES (PUT. EDGE LINES) FAST DRY PAINT	258	LF			\$ 0.35	\$ 90.30	\$ 0.30	\$ 77.40	\$ 0.36	\$ 92.88
6280025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	1,008	LF			\$ 0.18	\$ 181.44	\$ 0.15	\$ 151.20	\$ 0.17	\$ 171.02
		598	LF			\$ 3.28	\$ 1,961.44	\$ 3.00	\$ 1,794.00	\$ 3.48	\$ 2,081.10

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6250000	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	6	EA	\$	40.00	\$	240.00	\$	35.00	\$	210.00	\$	40.25	\$	241.50
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	2	EA	\$	60.00	\$	120.00	\$	50.00	\$	100.00	\$	57.50	\$	115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	5,000	LF	\$	0.18	\$	1,080.00	\$	0.15	\$	900.00	\$	0.17	\$	1,020.00
6250112	8" YELLOW SOL. ON CURBED FAST DRY PAINT	580	LF	\$	2.28	\$	1,308.00	\$	2.00	\$	1,160.00	\$	2.30	\$	1,334.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	11,528	LF	\$	1.10	\$	12,680.80	\$	1.00	\$	11,528.00	\$	1.16	\$	13,257.20
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	16,676	LF	\$	0.70	\$	11,673.20	\$	0.55	\$	10,185.40	\$	0.75	\$	11,757.00
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	2,031	LF	\$	13.00	\$	26,403.00	\$	12.00	\$	24,372.00	\$	13.50	\$	27,457.50
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	20	EA	\$	110.00	\$	2,200.00	\$	100.00	\$	2,000.00	\$	115.00	\$	2,300.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	20	EA	\$	185.00	\$	3,700.00	\$	150.00	\$	3,000.00	\$	172.50	\$	3,450.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	12,560	LF	\$	0.70	\$	8,772.00	\$	0.55	\$	6,914.00	\$	0.75	\$	9,420.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	1,120	LF	\$	12.50	\$	14,000.00	\$	12.00	\$	13,440.00	\$	13.50	\$	15,150.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 80 MIL.	2,150	LF	\$	0.75	\$	1,612.50	\$	0.55	\$	1,187.50	\$	0.75	\$	1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	4,592	LF	\$	0.40	\$	1,836.80	\$	0.35	\$	1,607.20	\$	0.40	\$	1,836.80
6271016	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	1,011	LF	\$	2.35	\$	2,375.85	\$	2.25	\$	2,272.75	\$	2.50	\$	2,527.50
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	864	LF	\$	7.00	\$	6,048.00	\$	6.75	\$	5,820.00	\$	7.50	\$	6,450.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	10	EA	\$	75.00	\$	750.00	\$	55.00	\$	550.00	\$	74.75	\$	747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	8	EA	\$	110.00	\$	880.00	\$	100.00	\$	800.00	\$	115.00	\$	880.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	11,880	LF	\$	0.40	\$	4,752.00	\$	0.35	\$	4,181.50	\$	0.40	\$	4,752.00
6300008	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	324	EA	\$	4.00	\$	1,296.00	\$	3.75	\$	1,215.00	\$	4.30	\$	1,399.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	800	EA	\$	4.00	\$	3,200.00	\$	3.75	\$	3,000.00	\$	4.30	\$	3,400.00
6315505	REMOVAL OF PAVEMENT MARKINGS	4,000	LF	\$	1.00	\$	4,000.00	\$	0.75	\$	3,000.00	\$	0.85	\$	3,400.00
63610105	FLAT SHEET, TYPE III, FIXED SZ. & MESS. SIGN	477.25	SF	\$	50.00	\$	23,862.50	\$	22.75	\$	10,852.44	\$	33.35	\$	15,918.25
63510015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	3	EA	\$	800.00	\$	2,400.00	\$	210.00	\$	630.00	\$	241.50	\$	724.50
6351210	U-SECTION POST FOR SIGN SUPPORTS - 3P	1,040	LF	\$	14.00	\$	14,560.00	\$	8.25	\$	8,580.00	\$	21.85	\$	22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	1,000	LF	\$	11.00	\$	11,000.00	\$	8.25	\$	8,250.00	\$	7.30	\$	7,300.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	100	LF	\$	13.00	\$	1,300.00	\$	18.20	\$	1,820.00	\$	20.55	\$	2,055.00
6760025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	20	LF	\$	22.00	\$	440.00	\$	30.00	\$	600.00	\$	34.50	\$	690.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	1,400	LF	\$	1.80	\$	2,520.00	\$	2.10	\$	2,940.00	\$	2.45	\$	3,430.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	700	LF	\$	2.00	\$	1,400.00	\$	2.05	\$	1,435.00	\$	2.35	\$	1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	700	LF	\$	3.00	\$	2,100.00	\$	2.15	\$	1,505.00	\$	2.50	\$	1,750.00
6770410	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	400	LF	\$	1.00	\$	400.00	\$	0.50	\$	200.00	\$	0.55	\$	220.00
6780495	SAWOUT FOR LOOP DETECTOR	200	LF	\$	5.00	\$	1,000.00	\$	7.00	\$	1,400.00	\$	8.05	\$	1,610.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	1	EA	\$	800.00	\$	800.00	\$	750.00	\$	750.00	\$	852.50	\$	852.50
6800518	FURNISH & INSTALL 13" X 24" 16" D. ELBO. FLUSH UNDERGROUND ENCLOSURE	16	EA	\$	400.00	\$	6,400.00	\$	335.00	\$	5,360.00	\$	385.25	\$	5,778.75
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	4	EA	\$	5,000.00	\$	20,000.00	\$	8,500.00	\$	34,000.00	\$	7,475.00	\$	29,900.00
6825082	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	800	LF	\$	4.00	\$	3,200.00	\$	3.55	\$	2,840.00	\$	4.05	\$	3,240.00
6825480	FURNISH & INSTALL 4" BREAKAWAY ALUMINUM PEDESTAL POLE	2	EA	\$	800.00	\$	1,600.00	\$	850.00	\$	1,700.00	\$	1,052.50	\$	2,105.00
6845511	FURNISH & INSTALL CONTR. 332636 CABINET ASSEMBLY, BASE MOUNTED (INCLUDING PND)	1	EA	\$	12,500.00	\$	12,500.00	\$	14,000.00	\$	14,000.00	\$	16,100.00	\$	16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	1	EA	\$	3,000.00	\$	3,000.00	\$	3,400.00	\$	3,400.00	\$	3,910.00	\$	3,910.00
6867222	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RAYA.YAF.SA) VEH TRAFFIC SIGNAL	1	EA	\$	700.00	\$	700.00	\$	820.00	\$	820.00	\$	1,127.00	\$	1,127.00
6867223	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RAYA.YAF) VEH TRAFFIC SIGNAL	1	EA	\$	600.00	\$	600.00	\$	650.00	\$	650.00	\$	777.50	\$	777.50
686731	FURNISH & INSTALL 12' 1-WAY-5 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	10	EA	\$	500.00	\$	5,000.00	\$	500.00	\$	5,000.00	\$	520.00	\$	5,200.00

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6065701	P & I PEDESTRIAN PUSH BUTTON STATION ASSEMBLY AND SIGN (R-10-4)	8	EA	\$ 250.00	\$ 2,000.00	\$ 275.00	\$ 2,200.00	\$ 318.28	\$ 2,550.00
6065934	BACKPLATE WIRETOWREL BORDERS FOR TRAFFIC SIGNALS	12	EA	\$ 120.00	\$ 1,440.00	\$ 175.00	\$ 2,100.00	\$ 201.25	\$ 2,415.00
6065990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	1	LS	\$ 1,100.00	\$ 1,100.00	\$ 1,600.00	\$ 1,600.00	\$ 1,725.00	\$ 1,725.00
6065993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,725.00	\$ 1,725.00
6066000	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	1	EA	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,160.00	\$ 1,160.00
6066101	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN SPANWIRE MOUNT	24	GF	\$ 30.00	\$ 720.00	\$ 38.00	\$ 912.00	\$ 43.70	\$ 1,048.80
7011600	CONCRETE CURB AND GUTTER WITH FLUME	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 3,000.00	\$ 12,000.00	\$ 1,360.00	\$ 5,520.00
7141110	18" RC PIPE CUL - CLASS III	0.851	LF	\$ 40.00	\$ 164,040.00	\$ 40.00	\$ 164,040.00	\$ 43.20	\$ 168,363.20
7141114	24" RC PIPE CUL - CLASS III	1,250	LF	\$ 50.00	\$ 82,650.00	\$ 50.00	\$ 82,650.00	\$ 48.85	\$ 77,450.05
7141116	36" RC PIPE CUL - CLASS III	714	LF	\$ 80.00	\$ 87,120.00	\$ 100.00	\$ 71,400.00	\$ 83.75	\$ 66,937.50
7141110	72" RC PIPE CUL - CLASS III	150	LF	\$ 285.00	\$ 42,400.00	\$ 325.00	\$ 52,000.00	\$ 270.00	\$ 40,500.00
7143042	42" SMOOTH WALL PIPE	48	LF	\$ 100.00	\$ 4,800.00	\$ 135.00	\$ 6,240.00	\$ 107.28	\$ 5,148.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	1	EA	\$ 4,400.00	\$ 4,400.00	\$ 2,150.00	\$ 2,150.00	\$ 2,473.00	\$ 2,473.00
7191603	CATCH BASIN - TYPE 1B	4	EA	\$ 4,200.00	\$ 16,800.00	\$ 3,550.00	\$ 14,500.00	\$ 4,197.50	\$ 16,790.00
7192020	DROP INLET (24" X 36")	2	EA	\$ 3,750.00	\$ 7,500.00	\$ 2,000.00	\$ 4,000.00	\$ 2,300.00	\$ 4,600.00
7192040	DROP INLET TYPE 112	23	EA	\$ 4,000.00	\$ 88,000.00	\$ 2,850.00	\$ 66,000.00	\$ 3,047.50	\$ 67,246.00
7192105	MANHOLE	5	EA	\$ 4,800.00	\$ 24,000.00	\$ 2,250.00	\$ 11,250.00	\$ 2,597.50	\$ 12,937.50
7192250	48" X 48" JUNCTION BOX	5	EA	\$ 5,600.00	\$ 27,500.00	\$ 2,800.00	\$ 14,000.00	\$ 3,225.00	\$ 16,125.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	886	LF	\$ 17.00	\$ 15,216.00	\$ 15.50	\$ 15,557.50	\$ 10.40	\$ 16,488.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	60	LF	\$ 35.00	\$ 2,100.00	\$ 25.50	\$ 1,530.00	\$ 34.50	\$ 2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	408	SY	\$ 40.00	\$ 16,320.00	\$ 45.00	\$ 18,360.00	\$ 41.40	\$ 16,991.20
7205000	CONCRETE DRIVEWAY (8" UNIFORM)	237	SY	\$ 60.00	\$ 12,420.00	\$ 60.00	\$ 12,420.00	\$ 52.10	\$ 12,554.70
7206000	CONCRETE MEDIAN	415	SY	\$ 80.00	\$ 24,900.00	\$ 65.00	\$ 25,975.00	\$ 52.10	\$ 25,771.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	77	SY	\$ 75.00	\$ 5,775.00	\$ 250.00	\$ 19,250.00	\$ 89.00	\$ 5,318.00
7209100	SURFACE APPLIED DETECTABLE WARNING	98	SF	\$ 40.00	\$ 3,920.00	\$ 65.00	\$ 6,370.00	\$ 40.25	\$ 3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PG FLOORLESS CULVERT	1	EA	\$ 1,850,000.00	\$ 1,850,000.00	\$ 2,823,000.00	\$ 2,823,000.00	\$ 3,249,450.00	\$ 3,249,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	1,600	LF	\$ 35.00	\$ 56,000.00	\$ 12.00	\$ 19,200.00	\$ 14.80	\$ 23,680.00
8021204	4" PERFORATED UNDERDRAIN	1,600	LF	\$ 35.00	\$ 56,000.00	\$ 15.00	\$ 22,500.00	\$ 9.55	\$ 14,325.00
8034050	8" PIPE SLOPE DRAIN	200	LF	\$ 32.00	\$ 6,400.00	\$ 15.00	\$ 2,000.00	\$ 9.00	\$ 1,800.00
8041020	RIP-RAP CLASS B	704	TON	\$ 200.00	\$ 162,800.00	\$ 70.00	\$ 53,480.00	\$ 55.15	\$ 42,134.50
8041030	RIP-RAP CLASS C	208	TON	\$ 220.00	\$ 46,760.00	\$ 75.00	\$ 18,500.00	\$ 69.10	\$ 12,292.80
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (OL 2) TYPE B	1,387	SY	\$ 0.00	\$ 4,071.00	\$ 3.00	\$ 4,071.00	\$ 5.20	\$ 7,056.40
8061100	STEEL BEAM GUARDRAIL	4,212.5	LF	\$ 17.80	\$ 73,718.75	\$ 18.50	\$ 89,668.25	\$ 19.00	\$ 89,037.50
8052210	END ANCHOR - TYPE B	6	EA	\$ 600.00	\$ 6,000.00	\$ 800.00	\$ 3,000.00	\$ 675.00	\$ 3,450.00
8052250	THREE BEAM O.R. BRIDGE CONN.	4	EA	\$ 1,500.00	\$ 6,000.00	\$ 1,400.00	\$ 5,600.00	\$ 1,610.00	\$ 6,440.00
8057100	GUARDRAIL LEADING TYPE T T13 (50')	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 2,870.00	\$ 10,880.00	\$ 3,070.50	\$ 12,282.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	40	EA	\$ 0.00	\$ 12,000.00	\$ 125.00	\$ 5,000.00	\$ 108.30	\$ 5,532.00
8091050	RIGHT OF WAY PLAT	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00	\$ 10,780.00	\$ 10,780.00
8100100	PERMANENT COVER	01.8	AD	\$ 1,600.00	\$ 2,112.00	\$ 1,624.00	\$ 6,181.68	\$ 1,752.80	\$ 6,235.83
8100200	TEMPORARY COVER	20	AD	\$ 1,000.00	\$ 20,000.00	\$ 950.00	\$ 19,000.00	\$ 1,082.50	\$ 21,650.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	40	AD	\$ 800.00	\$ 8,000.00	\$ 785.00	\$ 31,400.00	\$ 802.75	\$ 31,110.00
8104005	FERTILIZER (NITROGEN)	3,200	LB	\$ 3.00	\$ 9,600.00	\$ 2.50	\$ 8,000.00	\$ 2.50	\$ 8,280.00

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0104010	FERTILIZER (PHOSPHORIC ACID)	3,200	LB	\$	1.00	\$	3,200.00	\$	2.50	\$	8,000.00	\$	2.50	\$	8,280.00
0104015	FERTILIZER (POTASH)	3,200	LB	\$	3.00	\$	9,600.00	\$	2.50	\$	8,000.00	\$	2.50	\$	8,280.00
0105005	AGRICULTURAL GRANULAR LIME	64,000	LB	\$	0.50	\$	32,000.00	\$	0.40	\$	25,600.00	\$	0.45	\$	28,800.00
0108050	SELECTIVE WATERING	271,500	GAL	\$	0.10	\$	27,150.00	\$	0.08	\$	21,720.00	\$	0.10	\$	27,150.00
0109001	MOWING	104	AC	\$	800.00	\$	82,400.00	\$	525.00	\$	54,600.00	\$	603.75	\$	62,780.00
0111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	11	EA	\$	240.00	\$	2,640.00	\$	220.00	\$	2,420.00	\$	882.50	\$	9,487.50
0111102	BETULA NIGRA (RIVERBIRCH) 10-12" HT. B & B	23	EA	\$	240.00	\$	5,520.00	\$	220.00	\$	5,060.00	\$	1,092.50	\$	25,127.50
0111144	LAGERSTROMIA X FAUREI "NATCHEZ" (CHAPE MYRTLE) 6-10" B & B	27	EA	\$	220.00	\$	5,940.00	\$	190.00	\$	5,130.00	\$	1,082.50	\$	28,497.50
0111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	38	EA	\$	250.00	\$	9,500.00	\$	225.00	\$	8,550.00	\$	1,082.50	\$	41,815.00
0111198	TAXODIUM DISTICHTUM (BALD CYPRESS) 2.5-3" CAL. B & B	39	EA	\$	280.00	\$	8,760.00	\$	220.00	\$	8,500.00	\$	1,437.50	\$	55,862.50
0111199	FRINGETREE () 8" HIGH B & B	28	EA	\$	300.00	\$	7,600.00	\$	225.00	\$	6,325.00	\$	862.50	\$	21,562.50
0151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	8	AC	\$	1,350.00	\$	8,760.00	\$	1,250.00	\$	6,250.00	\$	1,437.50	\$	7,187.50
0151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	5	AC	\$	3,000.00	\$	15,000.00	\$	2,875.00	\$	14,375.00	\$	3,208.25	\$	16,531.25
0153000	SILT FENCE	18,292	LF	\$	3.00	\$	54,876.00	\$	1.88	\$	34,391.08	\$	2.30	\$	44,371.50
0153000	REPLACE/REPAIR SILT FENCE	1,928	LF	\$	5.00	\$	9,640.00	\$	6.00	\$	11,568.00	\$	4.60	\$	8,873.40
0154011	POROUS BAFFLE	150	LF	\$	22.00	\$	3,300.00	\$	10.00	\$	1,500.00	\$	10.50	\$	1,575.00
0154012	FLOATING SKIMMER	1	EA	\$	8,500.00	\$	8,500.00	\$	7,500.00	\$	7,500.00	\$	4,845.00	\$	4,845.00
0154020	SILT BASINS	2,038	OY	\$	20.00	\$	40,760.00	\$	10.00	\$	20,380.00	\$	17.25	\$	35,172.75
0154050	REMOVAL OF SILT RETAINED BY SILT FENCE	1,500	LF	\$	6.00	\$	9,000.00	\$	6.00	\$	9,000.00	\$	9.20	\$	14,720.00
0156300	SEDIMENT DAM RIP-RAP	480	TON	\$	150.00	\$	89,000.00	\$	75.00	\$	34,500.00	\$	59.25	\$	27,255.00
0156405	AGGREGATE NO. 5 FOR EROSION CONTROL (8" UNIFORM)	202.00	SY	\$	50.00	\$	10,100.00	\$	25.00	\$	5,050.00	\$	17.25	\$	3,491.25
0156400	STABILIZED CONSTRUCTION ENTRANCE	1,928	SY	\$	4.00	\$	7,712.00	\$	18.00	\$	34,704.00	\$	17.25	\$	33,206.25
0156070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	1	EA	\$	150.00	\$	150.00	\$	125.00	\$	125.00	\$	321.20	\$	7,286.40
0181100	AGGREGATED DIAPHRAGM	22	OY	\$	6,000.00	\$	132,000.00	\$	5,950.00	\$	130,900.00	\$	6,845.50	\$	150,691.50
0181101	TURF REINFORCEMENT MATTING (TRM) TYPE I	1.00	MSY	\$	8,000.00	\$	8,000.00	\$	7,225.00	\$	7,225.00	\$	8,423.75	\$	2,811.38
0181102	TURF REINFORCEMENT MATTING (TRM) TYPE II	0.31	MSY	\$	2,500.00	\$	775.00	\$	1,520.00	\$	476.00	\$	1,748.00	\$	18,651.18
0151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	10.87	MSY	\$	80.00	\$	870.40	\$	23.00	\$	249.80	\$	12.10	\$	387.20
0152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	32	LF	\$	60.00	\$	1,920.00	\$	20.00	\$	640.00	\$	7.60	\$	243.20
0152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	1,215	LF	\$	15.00	\$	18,225.00	\$	16.00	\$	19,440.00	\$	6.60	\$	8,019.00
0152007	SEDIMENT TUBES FOR DITCH CHECKS	28	EA	\$	500.00	\$	14,000.00	\$	150.00	\$	4,200.00	\$	327.75	\$	9,211.50
0156210	CLEANING INLET STRUCTURE FILTERS	23	EA	\$	860.00	\$	19,780.00	\$	350.00	\$	8,050.00	\$	327.75	\$	7,538.25
0167008	TEMPORARY SLOPE DRAIN - 8"	200	LF	\$	50.00	\$	10,000.00	\$	13.00	\$	2,600.00	\$	11.50	\$	2,300.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	1,800,000.00	\$	1,800,000.00	\$	1,500,000.00	\$	1,500,000.00	\$	1,872,342.55	\$	1,872,342.55
0167008	TEMPORARY SLOPE DRAIN - 8"	1	EA	\$	300,000.00	\$	300,000.00	\$	750,000.00	\$	750,000.00	\$	548,441.50	\$	548,441.50
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	160.00	\$	160.00	\$	55.00	\$	55.00	\$	42.60	\$	3,834.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	200.00	\$	200.00	\$	125.00	\$	125.00	\$	454.25	\$	367,034.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.00
0156210	INLET STRUCTURE FILTER - TYPE B	1	EA	\$	18,000.00	\$	18,000.00	\$	12,000.00	\$	12,000.00	\$	17,250.00	\$	17,250.

Sales Tax Transportation Improvement Program

Bid Tabs

Sept. 15, 2015

4012060	FULL DEPTH ASPH. PAV. PATCH - 8" DEPTH	4,170	SY		\$ 50.00	\$ 208,520.81	\$ 50.00	\$ 208,520.81	\$ 74.78	\$ 311,738.81
4060010	ASPH. SURF. TREAT. (SINGLE)	16,082	SY		\$ 15.00	\$ 250,224.80	\$ 1.00	\$ 30,027.00	\$ 3.45	\$ 57,651.74
6230010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	10,650	LF		\$ 0.20	\$ 2,130.00	\$ 0.18	\$ 2,047.50	\$ 0.17	\$ 2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	30	LF		\$ 3.25	\$ 97.50	\$ 3.00	\$ 90.00	\$ 3.45	\$ 103.50
6250106	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1,160	LF		\$ 300.00	\$ 348,075.00	\$ 0.35	\$ 280.08	\$ 0.30	\$ 348.08
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	6,688	LF		\$ 0.20	\$ 1,113.00	\$ 0.19	\$ 834.75	\$ 0.17	\$ 848.05
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	10,650	LF		\$ 0.40	\$ 5,460.00	\$ 0.35	\$ 4,777.50	\$ 0.40	\$ 5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	30	LF		\$ 7.00	\$ 210.00	\$ 6.75	\$ 202.50	\$ 7.78	\$ 232.50
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 80 MIL.	1,160	LF		\$ 2.80	\$ 326.16	\$ 0.88	\$ 830.14	\$ 0.65	\$ 754.16
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 80 MIL.	5,585	LF		\$ 0.40	\$ 2,228.00	\$ 0.38	\$ 1,947.75	\$ 0.40	\$ 2,228.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	81	EA		\$ 4.00	\$ 328.00	\$ 3.75	\$ 304.88	\$ 4.31	\$ 350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS			\$ 302,202.07	\$ 818,875.44	\$ 249,080.70	\$ 882,031.85			
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS			\$ 24,706,588.84	\$ 21,666,330.02	\$ 22,768,844.33	\$ 24,609,282.85			

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UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1.545 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		O.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	1,100	LF								
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	816	LF					\$ 140.00	\$ 154,000.00	\$ 140.00	\$ 154,000.00
3	TEE - 16-INCH X 16-INCH, MJ	4	EA					\$ 17.00	\$ 13,855.00	\$ 17.00	\$ 13,855.00
4	BEND - 22.5 DEGREE - 16-INCH, MJ	2	EA					\$ 1,387.00	\$ 5,548.00	\$ 1,387.00	\$ 5,548.00
5	BEND - 45 DEGREE - 16-INCH, MJ	5	EA					\$ 890.00	\$ 1,990.00	\$ 890.00	\$ 1,990.00
6	BEND - 90 DEGREE - 16-INCH, MJ	1	EA					\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	3	EA					\$ 1,105.00	\$ 1,105.00	\$ 1,105.00	\$ 1,105.00
8	GATE VALVES W/BOX - 16-INCH	11	EA					\$ 1,760.00	\$ 5,280.00	\$ 1,760.00	\$ 5,280.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	1	EA					\$ 3,560.00	\$ 39,050.00	\$ 3,560.00	\$ 39,050.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING - 16-INCH X 16-INCH	3	EA					\$ 2,457.00	\$ 2,457.00	\$ 2,457.00	\$ 2,457.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	1	EA					\$ 16,715.00	\$ 50,145.00	\$ 16,715.00	\$ 50,145.00
13	OPEN CUT AND INSTALL 30" STEEL CASING	170	LF					\$ 4,230.00	\$ 4,230.00	\$ 4,230.00	\$ 4,230.00
14	FLOWABLE FILL	280	CY					\$ 187.00	\$ 31,790.00	\$ 187.00	\$ 31,790.00
15	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	80	SY					\$ 155.00	\$ 43,600.00	\$ 155.00	\$ 43,600.00
	SUBTOTAL - CONSTRUCTION							\$ 91.00	\$ 7,280.00	\$ 91.00	\$ 7,280.00
	ALTERNATIVE CONSTRUCTION OPTIONS								\$ 355,400.00		\$ 355,400.00
15	BORE AND JACK WITH 30-INCH STEEL CASING	180	LF					\$ 490.00	\$ 88,200.00	\$ 490.00	\$ 88,200.00
15	OPEN CUT AND INSTALL 30" STEEL CASING	180	LF					\$ 470.00	\$ 84,600.00	\$ 470.00	\$ 84,600.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				\$511,957.00				\$ 451,000.00		\$ 451,000.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1082000

ITEM NO.	DESCRIPTION	TOTAL PROJECT QUANTITY	MILES	ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		O.R. JACKSON		McCLAM & ASSOCIATES	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVES AND 16-INCH FULL BORE GATE VALVE)	1	EA								
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	2,897	LF			\$ -	\$ -	\$ 17,085.00	\$ 17,085.00	\$ 17,085.00	\$ 17,085.00
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	1,870	LF			\$ -	\$ -	\$ 109.75	\$ 205,725.00	\$ 109.75	\$ 205,725.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	2,123	LF			\$ -	\$ -	\$ 190.00	\$ 299,200.00	\$ 190.00	\$ 299,200.00
WS-5	FLOWABLE FILL	80	CY			\$ -	\$ -	\$ 106.00	\$ 225,038.00	\$ 106.00	\$ 225,038.00
WS-6	16 X 16 X 16-INCH DIP TEE	7	EA			\$ -	\$ -	\$ 155.00	\$ 9,300.00	\$ 155.00	\$ 9,300.00
WS-7	16-INCH DIP END CAP	8	EA			\$ -	\$ -	\$ 1,090.00	\$ 9,730.00	\$ 1,090.00	\$ 9,730.00
WS-8	20-INCH HDPE POLY-ANCHORS	5	EA			\$ -	\$ -	\$ 1,760.00	\$ 14,080.00	\$ 1,760.00	\$ 14,080.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSITION	5	EA			\$ -	\$ -	\$ 1,600.00	\$ 8,800.00	\$ 1,600.00	\$ 8,800.00
WS-10	AIR RELEASE VALVE	3	EA			\$ -	\$ -	\$ 2,137.00	\$ 12,822.00	\$ 2,137.00	\$ 12,822.00
WS-11	BORE PIT EXCAVATION	400	CY			\$ -	\$ -	\$ 2,275.00	\$ 8,825.00	\$ 2,275.00	\$ 8,825.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	7	EA			\$ -	\$ -	\$ 5.40	\$ 3,780.00	\$ 5.40	\$ 3,780.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	14	EA			\$ -	\$ -	\$ 4,250.00	\$ 29,750.00	\$ 4,250.00	\$ 29,750.00
WS-14	CHAIN LINK FENCE	320	LF			\$ -	\$ -	\$ 3,650.00	\$ 48,700.00	\$ 3,650.00	\$ 48,700.00
WS-15	CHAIN LINK DOUBLE SWING GATE	10	LF			\$ -	\$ -	\$ 28.25	\$ 2,360.00	\$ 28.25	\$ 2,360.00
WS-16	RELOCATE EXISTING LIGHT POLE	1	LB			\$ -	\$ -	\$ 85.00	\$ 85.00	\$ 85.00	\$ 85.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	145	SY			\$ -	\$ -	\$ 17,650.00	\$ 17,650.00	\$ 17,650.00	\$ 17,650.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	1	LB			\$ -	\$ -	\$ 21.00	\$ 3,048.00	\$ 21.00	\$ 3,048.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	340	LF			\$ -	\$ -	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00	\$ 5,850.00
WS-20	WW GRAVITY PIPE, 15-INCH PVO (AVERAGE DEPTH 8-FT)	1,497	LF			\$ -	\$ -	\$ 7.00	\$ 2,380.00	\$ 7.00	\$ 2,380.00
WS-21	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	4,025	LF			\$ -	\$ -	\$ 127.75	\$ 179,744.25	\$ 127.75	\$ 179,744.25
WS-22	WW GRAVITY PIPE, 18-INCH DIP (AVERAGE DEPTH 13-FT)	260	LF			\$ -	\$ -	\$ 341.75	\$ 1,376,843.75	\$ 341.75	\$ 1,376,843.75
WS-23	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	400	LF			\$ -	\$ -	\$ 210.00	\$ 84,600.00	\$ 210.00	\$ 84,600.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	288	LF			\$ -	\$ -	\$ 143.00	\$ 71,367.00	\$ 143.00	\$ 71,367.00
WS-25	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	14	EA			\$ -	\$ -	\$ 465.00	\$ 123,225.00	\$ 465.00	\$ 123,225.00
WS-26	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	7	EA			\$ -	\$ -	\$ 18,820.00	\$ 263,480.00	\$ 18,820.00	\$ 263,480.00
						\$ -	\$ -	\$ 12,558.00	\$ 87,882.00	\$ 12,558.00	\$ 87,882.00



UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM NO.	DESCRIPTION	1,546 MILES		ENGINEER'S ESTIMATE		RICHARDSON CONSTRUCTION		O.R. JACKSON		McCLAM & ASSOCIATES	
		TOTAL PROJECT QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	1	LS								
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY					\$ 124,000.00	\$ 124,000.00	\$ 124,000.00	\$ 124,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY					\$ 8.50	\$ 43,000.00	\$ 8.50	\$ 43,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	5,000	CY					\$ 9.00	\$ 45,000.00	\$ 9.00	\$ 45,000.00
								\$ 20.25	\$ 101,250.00	\$ 20.25	\$ 101,250.00
TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES					\$3,283,784.04						
							\$ -		\$ 3,475,875.25		\$ 3,475,875.25

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C.R. JACKSON, INC.

Committed to Fairness, Working with Pride, Aiming for Excellence.
Since 1972.

September 16, 2016

Mr. Dale Collier
PDT Procurement Manager
Richland County Penny
201 Arbor Lake Drive
Columbia, SC 29223

Subject: SLBE/DBE Quotes for Shop Road Extension Phase 1

Dear Mr. Collier:

We have recently been asked to provide a copy of the SLBE/DBE quotes that we used to prepare our proposal for the Shop Road Extension Phase 1 project that bid on September 14, 2016. In doing so, we felt that it was appropriate to share additional information and events that occurred during the bid preparation that involved a Richland County DBE/SLBE subcontractor.

As with all projects, C.R. Jackson, Inc. makes every effort to meet or exceed the DBE/SLBE requirements set forth in the project bid documents. This project was no exception and our preparation started weeks prior to the bid to assure that all responsible subcontractors would be allowed to submit their quotes and have an opportunity to participate in this project if we were successful. We recognized in the early stages of the bid preparation that the SLBE goal was going to be extremely difficult to meet while utilizing subcontractors from the Richland County's approved SLBE Directory, last updated June 7, 2016, but was obtainable with the help from Taylor Brothers Construction Company, Inc.

I spoke to Mr. Collier Taylor several weeks prior to the bid and he expressed an interest in furnishing and hauling the Borrow Excavation needed to balance the project, as well as other miscellaneous hauling. This in itself should have met the SLBE requirements and a significant portion of the DBE requirement. Days prior to the bid, our estimator Ms. Karen Jackson spoke with Mr. Taylor to check on the status of their quote and was informed that they would only be providing us with a hourly haul price in the amount of \$95/hour and could only commit to five(5) trucks.

It became evident the morning of Bid Day after receiving majority of the subcontractor quotes that our fears of not meeting the SLBE requirement were becoming real. I discussed with Ms. Jackson the conversation that she had with Mr. Taylor and decided to call him to confirm their intentions. Mr. Taylor informed me during this conversation that they had teamed up with another prime contractor to furnish, haul, and place all of the Borrow Excavation. I questioned him if he would be providing us a quote per our previous conversation and he stated that he would not and would only be offering an hourly haul rate of \$100/hour. Since this was different than the previously quoted price of \$95/hour I questioned him and was told that they decided to go up an additional \$5/hour earlier that morning. I continued to question why they would not provide us a quote for the Borrow Excavation and he stated "that he had met with the brothers and that they felt it was in the best interest of Taylor Brothers Construction Company" to stay exclusive with one prime contractor.

The decision made by Taylor Brothers Construction Company was the reason C.R. Jackson, Inc. was not able to fulfill the Richland County SLBE project specific goal.

Sincerely,


H. Benji Vinson, PE
C.R. Jackson, Inc.

TELEPHONE 803.750.6070 • FAX 803.750.1356
POST OFFICE BOX 8023, 29202 • 100 INDEPENDENCE BLVD., 29210 • COLUMBIA, SC

ATTACHMENT 2



Blythewood, SC

Sharpe's Contracting Services LLC

Post Office Box 27
Blythewood SC, 29016
(803) 960-4247

sharpescontractingservices@yahoo.com
www.sharpescontractingservices.com

PROPOSAL (9/13/2016)

CUSTOMER NAME: RICHARDSON CONSTRUCTION COMPANY

LOCATION: SHOP ROAD EXTENSION

SCOPE OF SERVICES: See below

1. We propose to perform the following portions of the new dam construction:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
1	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
Sub Total New Dam Construction:					\$ 338,500.00

2. We propose to perform the following erosion control work:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Rap	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

8151112	Temporary Erosion Control Blanket (Class B)	10.67	MSY	\$ 2,500.00	\$ 26,675.00
8152004	Inlet Structure Filter- Type F (Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152006	Inlet Structure Filter- Type F (Non-Weighted)	32	LF	\$ 50.00	\$ 1,600.00
8152007	Sediment Tubes for Ditch Checks	1,215	LF	\$ 15.00	\$ 18,225.00
8156200	Cleaning Inlet Structure Filters	28	EA	\$ 500.00	\$ 13,000.00
8156210	Inlet Structure Filter - Type B	23	EA	\$ 650.00	\$ 14,950.00
8157008	Temporary Slope Drain- 8"	200	LF	\$ 50.00	\$ 10,000.00
Sub Total Erosion Control					\$ 294,291.00

3. We propose to furnish and install steel casing as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990556	Furnish and Install 30" Steel Casing	808	LF	\$ 180.00	\$ 145,440.00
Sub Total 30" Steel Casing					\$ 145,440.00

4. We propose to furnish and install storm drainage piping and structures as follows:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
7141113	18" RC Pipe Cul- Class III	3,851	LF	\$ 35.00	\$ 134,785.00
7141114	24" RC Pipe Cul- Class III	1,253	LF	\$ 42.00	\$ 52,626.00
7141116	36" RC Pipe Cul- Class III	714	LF	\$ 68.00	\$ 48,552.00
714111C	72" RC Pipe Cul- Class III	160	LF	\$ 200.00	\$ 32,000.00
7143642	42" Smooth Wall Pipe	48	LF	\$ 80.00	\$ 3,840.00
7191050	Catch Basin- Type 1 Special	1	EA	\$ 4,000.00	\$ 4,000.00
7191605	Catch Basin- Type 16	4	EA	\$ 3,600.00	\$ 14,400.00
7192020	Drop Inlet (24" x 36")	2	EA	\$ 3,300.00	\$ 6,600.00
7192040	Drop Inlet Type 112	22	EA	\$ 3,300.00	\$ 72,600.00
7192105	Manhole	5	EA	\$ 4,000.00	\$ 20,000.00
7192260	48" x 48" Junction Box	5	EA	\$ 4,000.00	\$ 20,000.00
Sub Total Storm Drainage Piping Structure					\$ 402,803.00

TOTAL PROPOSAL \$ 1,187,634.00

Bond Rate: Add 3%

Accepted By: _____

Date Accepted: _____

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

ATTACHMENT 3

Kathleen McDaniel

From: Kathleen McDaniel
Sent: Tuesday, October 18, 2016 4:32 PM
To: smithla@rcgov.us
Subject: FW: Shop Road
Attachments: Shop Rd Ext. Bid form and Worksheets.xlsx; ADDENDUM NUMBER TWO.pdf

From: Kathleen McDaniel
Sent: Tuesday, October 18, 2016 3:42 PM
To: smithla@rcgov.us
Subject: Shop Road

Mr. Smith,

Attached is the Addendum 2 that requested further information. There is a hyperlink that directs to the bid form and worksheets attached. There is nothing in there that says that the worksheets need to be sent in. The worksheets come after the signature block on the bid form, and the bid form could not be altered in any way to change this. Also, the numbers from the worksheets are included in the bid which are necessary to consider the bid. The contract price would be set by the bid which is what was submitted.

Kathleen

CALLISON TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 500,000.00	\$ 500,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 150,000.00	\$ 150,000.00
1052000	UTILITY RELOCATION NO. 1	EA	1	\$ 469,890.00	\$ 469,890.00
1052000	UTILITY RELOCATION NO. 2	EA	1	\$ 3,129,740.00	\$ 3,129,740.00
1071000	TRAFFIC CONTROL	LS	1	\$ 85,000.00	\$ 85,000.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 20,000.00	\$ 20,000.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 80,000.00	\$ 80,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1	\$ 750,000.00	\$ 750,000.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 12.00	\$ 4,800.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 15.00	\$ 750.00
2031000	UNCLASSIFIED EXCAVATION	CY	67,191	\$ 8.00	\$ 537,528.00
2033000	BORROW EXCAVATION	CY	104,808	\$ 18.00	\$ 1,886,544.00
2033100	BORROW PIT SETUP	LS	1	\$ 50,000.00	\$ 50,000.00
2034000	MUCK EXCAVATION	CY	1,500	\$ 25.00	\$ 37,500.00
2052010	STONE BRIDGE LIFT MATERIAL	TON	11,475	\$ 45.00	\$ 516,375.00
2081001	FINE GRADING	SY	77,500	\$ 5.00	\$ 387,500.00
3069900	MAINTENANCE STONE	TON	400	\$ 35.00	\$ 14,000.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 68.00	\$ 1,129,004.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 412.00	\$ 365,856.00
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 8.00	\$ 69,240.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 9.00	\$ 28,260.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 5,000.00	\$ 10,000.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 92.00	\$ 138,828.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 86.00	\$ 118,422.00
4036300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 175.00	\$ 43,750.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING	TON	55	\$ 300.00	\$ 16,500.00
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM	SY	51,852	\$ 82.00	\$ 4,251,864.00
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.18	\$ 360.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.18	\$ 720.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 6.00	\$ 240.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 0.35	\$ 21.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 8.00	\$ 4,416.00
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 50,000.00	\$ 50,000.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	256	\$ 0.35	\$ 89.60
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	1,006	\$ 0.18	\$ 181.08
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.25	\$ 2,268.50
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 40.00	\$ 240.00

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SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6250035	WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	EA	2	\$ 60.00	\$ 120.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.18	\$ 1,080.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.25	\$ 1,305.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.10	\$ 12,680.80
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.70	\$ 10,973.20
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 13.00	\$ 26,403.00
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 110.00	\$ 2,200.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 165.00	\$ 3,300.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.70	\$ 9,072.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 12.50	\$ 14,000.00
6271005	4" WHITE BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	2,150	\$ 0.75	\$ 1,612.50
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	4,592	\$ 0.40	\$ 1,836.80
6271015	8" WHITE SOLID LINES THERMOPLASTIC 125 MIL.	LF	1,011	\$ 2.95	\$ 2,975.85
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 7.00	\$ 4,648.00
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 75.00	\$ 750.00
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 110.00	\$ 880.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,890	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 4.00	\$ 1,296.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 4.00	\$ 1,200.00
6318505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 1.00	\$ 4,000.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESQ. SIGN	SF	417.25	\$ 50.00	\$ 20,862.50
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 800.00	\$ 2,400.00
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 14.00	\$ 14,560.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 11.00	\$ 14,300.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 13.00	\$ 1,300.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 22.00	\$ 440.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 1.80	\$ 2,520.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.00	\$ 1,400.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 3.00	\$ 2,100.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 1.00	\$ 400.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 6.00	\$ 1,200.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 800.00	\$ 800.00
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 400.00	\$ 6,000.00
6825058	FURNISH & INSTALL 13" X 28" STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 6,000.00	\$ 24,000.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 4.00	\$ 2,000.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 600.00	\$ 1,200.00

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
6845511	FURNISH & INSTALL CONTR. 332/336 CABINET ASSBLY. BASE MOUNTED (INCLUDING FNDN.)	EA	1	\$ 12,500.00	\$ 12,500.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,000.00	\$ 3,000.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RAYA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 700.00	\$ 700.00
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RAYA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 600.00	\$ 600.00
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 600.00	\$ 6,000.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 250.00	\$ 2,000.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 120.00	\$ 1,440.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,100.00	\$ 1,100.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 500.00	\$ 500.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 250.00	\$ 250.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 30.00	\$ 720.00
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 1,200.00	\$ 4,800.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 40.00	\$ 154,040.00
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 50.00	\$ 62,650.00
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 80.00	\$ 57,120.00
714111C	72" RC PIPE CUL. - CLASS III	LF	180	\$ 265.00	\$ 47,700.00
7143842	42" SMOOTH WALL PIPE	LF	48	\$ 100.00	\$ 4,800.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 4,400.00	\$ 4,400.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 4,200.00	\$ 16,800.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 3,750.00	\$ 7,500.00
7192040	DROP INLET TYPE 112	EA	22	\$ 4,000.00	\$ 88,000.00
7192105	MANHOLE	EA	5	\$ 4,800.00	\$ 24,000.00
7192260	48" X 48" JUNCTION BOX	EA	5	\$ 5,500.00	\$ 27,500.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 17.00	\$ 15,215.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 36.00	\$ 2,160.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 40.00	\$ 16,320.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 60.00	\$ 12,420.00
7206000	CONCRETE MEDIAN	SY	415	\$ 60.00	\$ 24,900.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 75.00	\$ 5,775.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 40.00	\$ 3,920.00
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 1,850,000.00	\$ 1,850,000.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 36.00	\$ 54,000.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 36.00	\$ 54,000.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 32.00	\$ 6,400.00
8041020	RIP-RAP CLASS B	TON	764	\$ 200.00	\$ 152,800.00
8041030	RIP-RAP CLASS C	TON	208	\$ 220.00	\$ 45,760.00

Richland Co. Transportation
Improvement Program

Bid Form

Sept. 14, 2016

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CL2) TYPE B	SY	1,357	\$ 3.00	\$ 4,071.00
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 17.50	\$ 73,718.75
8052210	END ANCHOR -- TYPE B	EA	6	\$ 600.00	\$ 3,600.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,500.00	\$ 6,000.00
8057100	GUARDRAIL LEADING TYPE T T13 (50')	EA	4	\$ 3,000.00	\$ 12,000.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 300.00	\$ 12,000.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 12,000.00	\$ 12,000.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,600.00	\$ 62,112.00
8100200	TEMPORARY COVER	AC	20	\$ 1,000.00	\$ 20,000.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 900.00	\$ 36,000.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 8.00	\$ 9,600.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 3.00	\$ 9,600.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 3.00	\$ 9,600.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.50	\$ 32,000.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.10	\$ 27,150.00
8109901	MOWING	AC	104	\$ 600.00	\$ 62,400.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 240.00	\$ 2,640.00
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 240.00	\$ 5,520.00
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (CRAPE MYRTLE) 8-10' B & B	EA	27	\$ 220.00	\$ 5,940.00
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 250.00	\$ 9,500.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 250.00	\$ 9,750.00
81111XX	FRINGE TREE () 8" HIGH B & B	EA	25	\$ 300.00	\$ 7,500.00
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,350.00	\$ 6,750.00
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 3,000.00	\$ 15,000.00
8153000	SILT FENCE	LF	19,292	\$ 3.00	\$ 57,876.00
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 5.00	\$ 9,645.00
8154011	POROUS BAFFLE	LF	150	\$ 22.00	\$ 3,300.00
8154012	FLOATING SKIMMER	EA	1	\$ 6,500.00	\$ 6,500.00
8154000	SILT BASINS	CY	2,039	\$ 20.00	\$ 40,780.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 5.00	\$ 8,000.00
8156300	SEDIMENT DAM RIP-RAP	TON	460	\$ 150.00	\$ 69,000.00
8156405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 90.00	\$ 18,180.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 4.00	\$ 7,700.00
8160070	TEMPORARY 60"X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 16,000.00	\$ 16,000.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 150.00	\$ 3,300.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 6,000.00	\$ 6,000.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 8,000.00	\$ 2,480.00

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Richland Co. Transportation
Improvement Program

Bid Form

Sept. 14, 2016

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
8151112	TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	10.67	\$ 2,500.00	\$ 26,675.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 50.00	\$ 1,600.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 50.00	\$ 1,600.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 15.00	\$ 18,225.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 500.00	\$ 13,000.00
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 650.00	\$ 14,950.00
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 50.00	\$ 10,000.00
8990523	CONSTRUCTION OF NEW DAM	LS	1	\$ 1,800,000.00	\$ 1,800,000.00
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY	LS	1	\$ 300,000.00	\$ 300,000.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 16.00	\$ 1,440.00
8990556	STEEL CASING PIPE	LF	808	\$ 200.00	\$ 161,600.00
9807008	STORMWATER BASIN RISERS	LS	1	\$ 18,000.00	\$ 18,000.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 20,846,651.58

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE

SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 50.00	\$ 208,520.81
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 15.00	\$ 250,224.98
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.20	\$ 2,730.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.25	\$ 97.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 300.00	\$ 348,075.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.20	\$ 1,113.00
6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	13,650	\$ 0.40	\$ 5,460.00
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	30	\$ 7.00	\$ 210.00
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.60	\$ 696.16
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	5,565	\$ 0.40	\$ 2,226.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	81	\$ 4.00	\$ 325.00
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 819,678.44
	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 21,666,330.02

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,882
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	8.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67

CONTRACTOR'S NAME _____

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS _____

CITY, STATE, ZIP _____

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	RESTRAINT JOINT DIP WATER MAIN - 16-INCH CL 350	LF	1,100	\$ 110.00	\$ 121,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC.	LF	815	\$ 16.00	\$ 13,040.00
3	TEE - 16-INCH x 16-INCH, MJ	EA	4	\$ 3,000.00	\$ 12,000.00
4	BEND- 22.5 DEGREE- 16-INCH, MJ	EA	2	\$ 2,000.00	\$ 4,000.00
5	BEND- 45 DEGREE- 16-INCH, MJ	EA	6	\$ 2,000.00	\$ 12,000.00
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1	\$ 2,100.00	\$ 2,100.00
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING - 16-INCH, MJ	EA	3	\$ 3,000.00	\$ 9,000.00
8	GATE VALVES W/BOX - 16-INCH	EA	11	\$ 5,500.00	\$ 60,500.00
9	AIR RELEASE VALVE IN CAST IRON METER BOX	EA	1	\$ 2,000.00	\$ 2,000.00
10	TAPPING SLEEVE, VALVE, 2 MJ CAPS, AND THRUST BLOCKING- 16-INCH X 16-INCH	EA	3	\$ 22,000.00	\$ 66,000.00
11	FIRE HYDRANT ASSEMBLY (TEE, VALVE, HYDRANT, RJ PIPING, ETC.)	EA	1	\$ 6,000.00	\$ 6,000.00
12	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170	\$ 195.00	\$ 33,150.00
13	FLOWABLE FILL	CY	280	\$ 120.00	\$ 33,600.00
14	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80	\$ 125.00	\$ 10,000.00
					\$ 384,390.00
	SUBTOTAL - CONSTRUCTION				
	ALTERNATIVE CONSTRUCTION OPTIONS				
15	BORE AND JACK WITH 30-INCH STEEL CASING	LF	180	\$ 375.00	\$ 67,500.00
16	OPEN CUT AND INSTALL 30" STEEL CASING	LF	180	\$ 475.00	\$ 85,500.00
					\$ 469,890.00
	TOTAL UTILITY RELOCATION NO. 001 - WATER LINES (ITEMS 1 to 14, + 15)				

The following quantities for Shop Road Extension (SC-768E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050800 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LF	12,892
8153000 SILT FENCE	LF	1,289
8153090 REPLACE/REPAIR SILT FENCE	SY	1,100
8156490 STABILIZED CONSTRUCTION ENTRANCE	AC	6.82
8100100 PERMANENT COVER	MSY	1.67
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)		

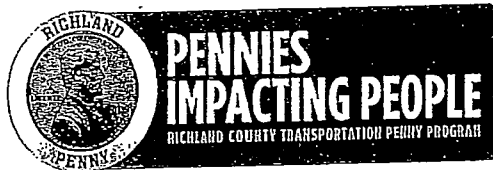
Sept. 14, 2016

UTILITY RELOCATION ITEM NO. 002 - WORKSHEET ITEM 1052000

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
WS-1	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1	\$ 20,000.00	\$ 20,000.00
WS-2	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2,567	\$ 85.00	\$ 218,195.00
WS-3	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570	\$ 300.00	\$ 471,000.00
WS-4	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123	\$ 125.00	\$ 265,375.00
WS-5	FLOWABLE FILL	CY	60	\$ 115.00	\$ 6,900.00
WS-6	16 X 16 X 16-INCH DIP TEE	EA	7	\$ 3,000.00	\$ 21,000.00
WS-7	16-INCH DIP END CAP	EA	8	\$ 1,000.00	\$ 8,000.00
WS-8	20-INCH HDPE POLY-ANCHORS	EA	6	\$ 1,200.00	\$ 7,200.00
WS-9	20-INCH HDPE TO 16-INCH DIP TRANSOM	EA	6	\$ 3,200.00	\$ 19,200.00
WS-10	AIR RELEASE VALVE	EA	3	\$ 2,100.00	\$ 6,300.00
WS-11	BORE PIT EXCAVATION	CY	400	\$ 23.00	\$ 9,200.00
WS-12	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 10 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTENANCES)	EA	7	\$ 6,500.00	\$ 45,500.00
WS-13	DUCTILE IRON GATE VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14	\$ 7,000.00	\$ 98,000.00
WS-14	CHAIN LINK FENCE	LF	320	\$ 30.00	\$ 9,600.00
WS-15	CHAIN LINK DOUBLE SWING GATE	LF	16	\$ 125.00	\$ 2,000.00
WS-16	RELOCATE EXISTING LIGHT POLE	LS	1	\$ 8,000.00	\$ 8,000.00
WS-17	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145	\$ 25.00	\$ 3,625.00
WS-18	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1	\$ 8,000.00	\$ 8,000.00
WS-19	REMOVE EXISTING CHAIN LINK FENCE	LF	340	\$ 5.00	\$ 1,700.00
WS-20	WWW GRAVITY PIPE, 16-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407	\$ 55.00	\$ 77,385.00
WS-21	WWW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025	\$ 200.00	\$ 805,000.00
WS-22	WWW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260	\$ 120.00	\$ 31,200.00
WS-23	WWW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499	\$ 140.00	\$ 69,860.00
WS-24	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265	\$ 500.00	\$ 132,500.00
WS-25	60-INCH WWW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14	\$ 15,000.00	\$ 210,000.00
WS-26	48-INCH WWW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7	\$ 7,000.00	\$ 49,000.00
WS-27	CONNECT PROPOSED FM TO EXISTING MILL CREEK PUMP STATION INFLUENT VAULT (INCLUDES BYPASS PUMPING AND ALL ADDITIONAL WORK, MATERIALS, AND APPURTENANCES TO MODIFY THE EXISTING VAULT FOR THE PROPOSED 30-INCH WASTEWATER PIPE CONNECTION, PER DRAWINGS DETAIL AND SPECIFICATIONS)	LS	1	\$ 96,000.00	\$ 96,000.00
WS-28	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 20.00	\$ 100,000.00
WS-29	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FROM TRENCH BACKFILL (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 26.00	\$ 130,000.00
WS-30	IMPORTED SELECT FOUNDATION MATERIAL FOR TRENCH BEDDING - ADDITIONAL BEDDING MATERIAL FOR EXCAVATION OUTSIDE 12-INCHES BELOW PIPE BEDDING, PER SPECIFICATIONS AND DETAILS (PIPES AND/OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000	\$ 40.00	\$ 200,000.00
	TOTAL UTILITY RELOCATION NO. 002 - WATER AND WASTEWATER LINES				\$ 3,129,740.00

The following quantities for Shop Road Extension (SC-788E) Utility Relocation # 1 & 2 Improvements have been included in other respective quantities:

1031000 MOBILIZATION	LS	1
1050900 CONSTRUCTION STAKES, LINES & GRADES	LS	1
1071000 TRAFFIC CONTROL	LS	1
1090200 AS-BUILT CONSTRUCTION PLANS	LS	1
2012000 CLEARING & GRUBBING WITHIN ROADWAY	LS	1
8153000 SILT FENCE	LF	12,892
8153090 REPLACE/REPAIR SILT FENCE	LF	1,289
8156490 STABILIZED CONSTRUCTION ENTRANCE	SY	1,100
8100100 PERMANENT COVER	AC	5.82
8156210 TEMPORARY EROSION CONTROL BLANKET (CLASS B)	MSY	1.67



ADDENDUM 2

INVITATION FOR BIDS

PDT-290-IFB-2016

SHOP ROAD EXTENSION
PHASE I

Richland County Government will not accept liability for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the authorized representative must be notified immediately.

AUTHORIZED REPRESENTATIVE	Dale Collier	TITLE	DATE
SIGNATURE	<i>Dale Collier</i>	Procurement Manager	September 9, 2016

TABLE OF CONTENTS			
Sections	Description	No. of Pages	Return with Submittal
	COVER PAGE	1	NO
	TABLE OF CONTENTS ADDENDUM ACKNOWLEDGEMENT	1	YES
SECTION - A	CHANGES TO THE CONTRACT DOCUMENTS	1	NO
SECTION - B	QUESTIONS AND ANSWERS	3	NO
APPENDIX 1	ELECTRONIC BID FORM	NA	YES
APPENDIX 2	REVISED PLANS	3	NO
	<i>Returned sections will be incorporated with executed agreement</i>		

Acknowledgement of Addenda Offeror acknowledges receipt of the amendment(s) to this solicitation. (show amendment(s) sign and date of each)	Addenda #	Date	Signature	Date
	1	8/16/16		
	2	9/09/16		

Section – A

Changes to the Contract Documents

CHANGES TO THE CONTRACT DOCUMENTS

1. Reference is made to page 72 of the Project Manual. Replace this sheet with the attached sheet included (with highlighted changes) in Section A of this Addendum.
2. See attached responses to received Questions from contractors as provided in Section B of this Addendum.
3. The Final electronic Bid Form and Associated Worksheets have been uploaded to the project FTP site for access by bidders. See Appendix 1 and: https://ftp.richlandpenny.com/public/folder/GImC9IMpBkCo8CHErYSsGw/S_hop%20Road%20Extension%20Phase%201
4. See Revised Plan Sheets as included in Appendix 2 of this Addendum as follows:
 - a. Revised Plan Sheet 6
 - b. Revised Plan Sheet 7
 - c. Revised Plan Sheet TC1

Construction from station 94+00 to station 112+00 of SC 768 (Shop Road) and Shop Road Extension from station 106+00 to station 115+50 of SC 768 (Pineview Road) along with Entrances 1 and 2 shall be completed within 365 calendar days from the date of the Notice to Proceed. The work within these limits will be considered substantially complete after establishing final traffic patterns for all roadways. Reference sheets PM1 - PM2 and SN1 for permanent traffic flow patterns and roadway signage. The work shall also include a fully functional traffic signal, sheet TS1. See attached Supplemental Specification "SCDOT Traffic Signal Special Provision". The contractor shall place temporary and permanent cover within these areas and continue maintaining erosion control items until final project completion.

The Contractor will continue to maintain the permanent construction signs on Shop Road and Pineview Road and other required traffic control devices until final project completion, as directed by the RCE. The Contractor will be responsible for modifying the traffic control plan to accommodate the remainder of Shop Road Extension being closed to through traffic from station 112+00 to S-40-960 (Longwood Road). Any modifications to the traffic control devices or traffic control plan shall be covered under pay item 1071000 "Traffic Control" (LS).

The permanent Landscaping Plan, sheets L1 - L6, would be completed by the final project completion date. Shoulder closures and temporary lane closures from station 103+00 to station 112+00 would be allowed for the placement of the permanent landscaping. The Contractor would be responsible for submitting a traffic control plan to the RCE. The traffic control required to install the permanent landscaping shall be covered under pay item 1071000 "Traffic Control" (LS).

As the work in this area is being facilitated for economic development, a disincentive rate of \$5,000 per day will be assessed in the form of Liquidated Damages for work beyond ~~90 days from Notice to Proceed~~ 90 days from Notice to Proceed, measured by the day.

(99) **PROJECT ACCESS:**

The contractor will be allowed access to the site from SC 768 (Shop Road/Pineview Road) and S-40-1248 (Pineview Rd). The contractor is permitted to utilize these two corridors with no restrictions.

The contractor will be allowed access to the site from S-40-960 (Longwood Road). The contractor is permitted to utilize this corridor from SC 48 (Bluff Road) to the project site. Should damage occur to the roadway along this section, the contractor is not responsible for full depth patching, chip sealing, pavement markers, or pavement markings. Quantities have been included on the bid form for repairing the roadway as directed by the RCE. If the permanent roadway signage or shoulders are damaged, the contractor is responsible for replacing/correcting as directed by the RCE.

The contractor is not allowed to utilize S-40-960 (Longwood Road/Mill Creek Parkway) from Old Garners Ferry Road and US 378/US 76 (Garners Ferry Road) to the project site. If the contractor accesses the project site from US 378/US 76, the contractor would be responsible for correcting all damage to S-40-960 (Longwood Road/Mill Creek Parkway) and Old Garners Ferry Road. The correction could include full depth patching, resurfacing, low shoulder correction, and other associated items as noted by the RCE.

(100) **TRAFFIC SIGNAL INSTALLATION:**

See attached special provision for traffic signal construction at:

SC 768 (Shop Road/Pineview Road) at S-40-1248 (Pineview Road): Reconstruction of Existing Signal

See enclosed Special Provision for Traffic Signal Installation for detailed information concerning scope of work at this location.

Section – B

Questions and Answers

QUESTIONS AND ANSWERS

Q: Can we get an Excel worksheet for the schedule of values?
A: An excel worksheet is provided. The contractor is responsible for verifying the accuracy of the bid.

Q: On page 72 of the spec book, the paragraph before Section 99 states that there is a \$5000.00 per day disincentive rate for work beyond December 31, 2016. Is this date a mistake?
A: This date has been revised. The plans and special provisions were corrected to reference 365 days from Notice to Proceed.

Q: On sheet TC1, it shows the limits of where the construction has to be completed by 8-31-17. On the above referenced page of the spec book, it states that the work to this limit has a 365 day completion. Since the project doesn't bid until 9-14-16 and there will be a +/- 30 day lag for the contract to be executed, the completion time on sheet TC1 is wrong. Please clarify.
A: The plans were corrected to only reference 365 days from Notice to Proceed as stated in the Project Manual.

Q: On drawing 3F, Note 2 states that "A key trench will be required to be excavated to a minimum depth of 4 feet below existing grades. If additional unsuitable materials are encountered in the key trench, removal and replacement shall be directed by the engineer." Will there be additional compensation for this?
A: As noted in the special provision, no extra payment will be made for muck removal.

Q: The guardrail from Shop Road to Entrances 1 & 2 have pavement under it. The remaining guardrail from these two entrances to Longwood Road does not. Is that intentional or will all the guardrail have pavement under it?
A: Disregard the "Pave Under Guardrail" note. The plans were revised accordingly.

Q: Will all the RCP be Class III?
A: As shown in the plans and as specified in the project manual, all RCP shall be Class III or higher.

Q: Paragraph 81 on page 63 of the spec book states that "For all exposed crossline pipe ends, when an end treatment is not specified in the plans, use Pipe Riprap Protection (804-3xx-xx). Does the riprap quantity in the schedule of values reflect this?

A: No – the riprap quantity on the schedule is the total of riprap called out on the plans.

Q: Will we be able to set up a concrete plant on the site?

A: A concrete plant will be allowed. Coordination with the County would be required for site location to not interfere with the site development for the new industry (China Jushi). SCDOT would be involved in the plant certification/approval.

Q: How will the contractor be compensated for dewatering two feet below the pond subgrade?

A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.

Q: How will the contractor be compensated for removal of pond sediment?

A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.

Q: Please provide Section 01121: Diversion and care of streams. How will the contractor be compensated for this?

A: Payment will be in accordance with the "Construction of New Dam and Concrete Spillway" special provision found on page 200 of the Project Manual.

Q: Will you accept an alternate galvanized steel or aluminum for the fiberglass trash rack?

A: Acceptable alternate materials can be used.

Q: Does the cradle under the 72" PCCP extend the entire length?

A: See Sheet 3F. The cradle is 66' in length, the pipe is 68' in length. The cradle extends the entire length of the pipe with the exception of the portion that is inside the concrete riser box wall, or above the box footing.

- Q: How much of the 72" outfall pipe is installed in a cradle?
A: See Sheet 3F. The cradle is 66' in length, the pipe is 68' in length. The cradle extends the entire length of the pipe with the exception of the portion that is inside the concrete riser box wall, or above the box footing.
- Q: Can the Concrete Cradle around the 72" outfall pipe be poured in 2 pours?
A: The cradle should be constructed in one pour.
- Q: Is there another source of certified SLBE's, the Richland County listing is extremely limited?
A: Richland County's approved list is the only available list.

Appendix – 1

Shop Road Extension Electronic Bid
Form and Associated Worksheets
(See Richland Penny Website)

[https://ftp.richlandpenny.com/public/folder/GlmC9IMpBkCo8CHErYSsGw/S
hop%20Road%20Extension%20Phase%201](https://ftp.richlandpenny.com/public/folder/GlmC9IMpBkCo8CHErYSsGw/S
hop%20Road%20Extension%20Phase%201)

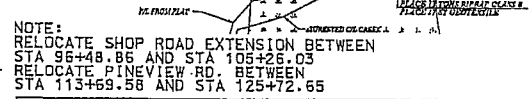
Appendix – 2

Revised Plans

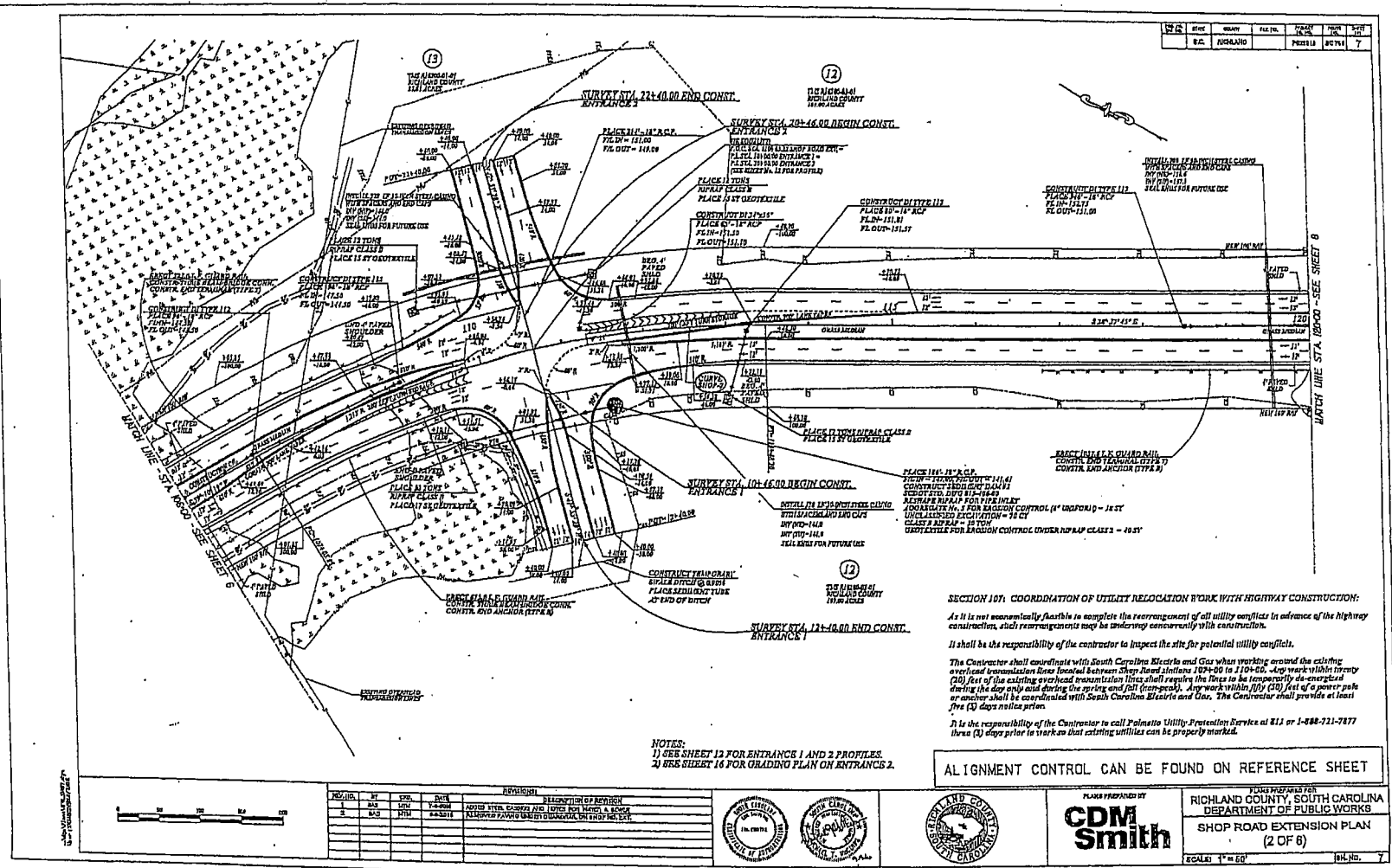
ADDENDUM 2, Page 10

RCC - 413

FILE NO.	NAME	ADDRESS	FILE NO.	PROBET IN NO.	PROBET IN	PROBET IN
	S.C.	NICHOLAS		PROBET 13	30766	5



PLANS PREPARED FOR
RICHLAND COUNTY, SOUTH CAROLINA
DEPARTMENT OF PUBLIC WORKS
SHOP ROAD EXTENSION PLAN
(1 OF 6)



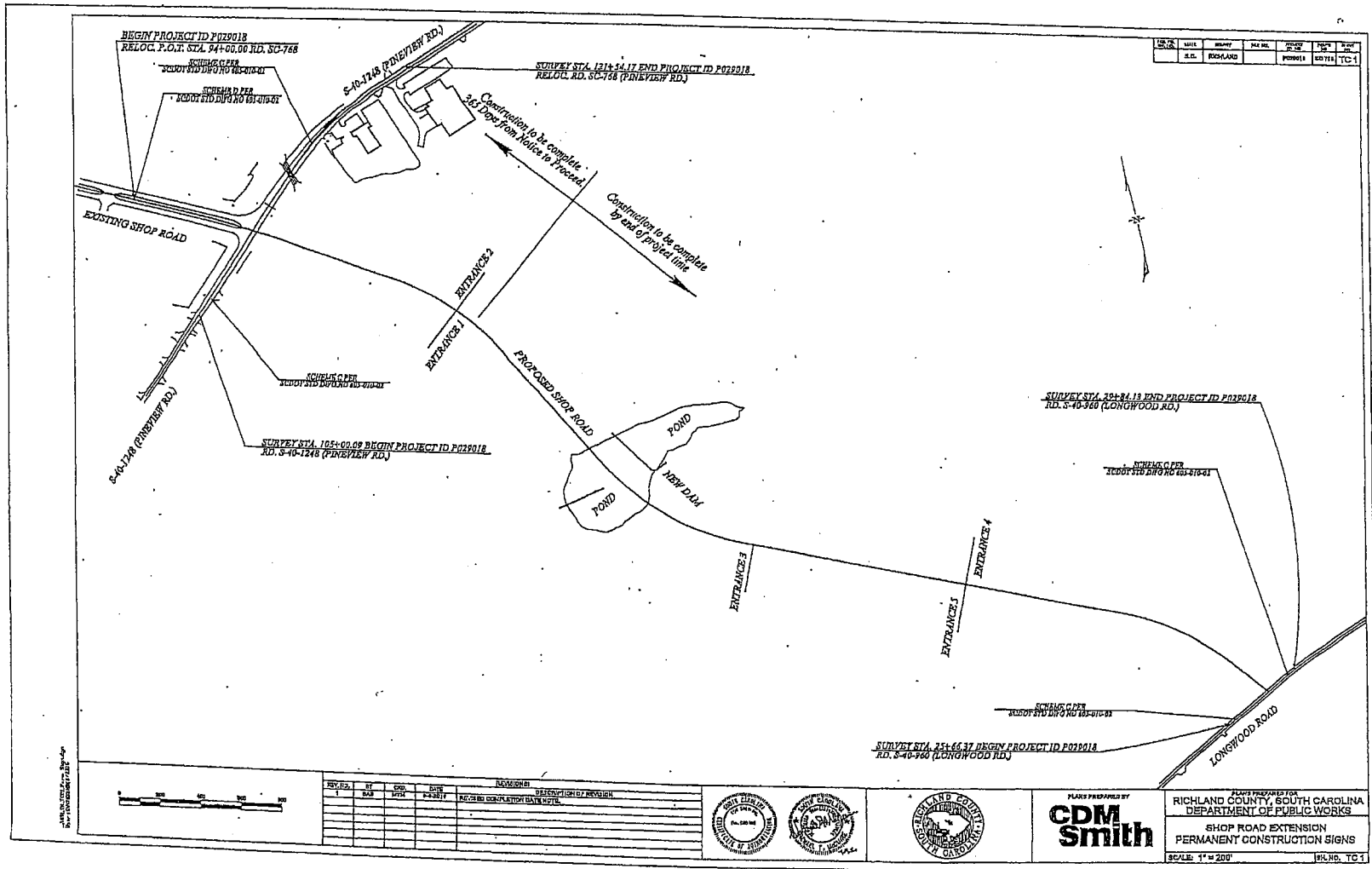
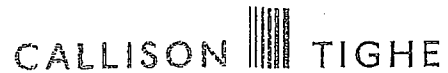


Exhibit 2

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com



November 30, 2016

(via email and hand-delivery)

Larry Smith, Esq.
2020 Hampton Street, Ste. 4018
Columbia, South Carolina 29204
smithla@rcgov.us

Gerald Seals
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204
sealsg@rcgov.us

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Dear Gentlemen:

As I am sure you know, I represent Richardson Construction Company in regard to their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. I understand that this roadway is important to the progress of the planned China Jushi USA Corporation manufacturing facility so I expect that Richland County has a strong interest in having this matter resolved as quickly as possible so that work can begin.

What I want to summarize for you is the basis upon which Richland County should award this contract now to Richardson Construction. First of all, when the bids were opened on September 14, 2016, Richardson was the lowest of the three bidders. Of the three bidders, Richardson is the only one based in Richland County. To reiterate, the bid results were as follows:

Bidder	Bid total	
Richardson Construction	\$21,666,330.02	← lowest bid
C.R. Jackson, Inc.	\$22,788,344.33	
McClam & Associates, Inc.	\$24,539,282.95	

Richardson Construction's bid was \$1,122,014.31 lower than Jackson's bid and \$2,872,852.93 lower than McClam's bid. Put another way, McClam's bid was 13% higher than Richardson's bid. The fact that McClam's bid was almost \$3 million higher than Richardson's bid should be disqualifying for McClam.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 2

An important goal of the Shop Road project was to have Disadvantaged Business Enterprise (DBE) and Small Local Business Enterprise (SLBE) participation at 7% and 4.37% respectively. The relative DBE/SLBE participation for Richardson, Jackson, and McClam is as follows:

Bidder	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
Richardson	\$1,700,000 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%) No overlap of subs
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%) Sub overlap unknown
McClam	\$1,791,367.66 (7.3%)	\$1,349,660.56 (5.5%)	\$1,791,367.66 Sub overlap

Two important comparisons can be made looking at this table. First, even though Jackson's bid exceeds Richardson's bid, Richardson has a higher percentage directed to the DBE/SLBE community. More importantly, Richardson's absolute dollar amount directed to the DBE/SLBE community is almost \$300,000 greater than Jackson.

The second comparison to make is between Richardson and McClam. It is my understanding that McClam identified the Taylor Brothers as their SLBE sub-contractor and as a DBE sub-contractor. The same \$1.3 million in work that Taylor Brothers would perform for McClam was used to satisfy McClam's DBE and SLBE goals. Put another way, McClam's \$1.8 million for the DBE goal includes the \$1.3 million for the SLBE goal. Thus, McClam's bid would only direct \$1.8 million to the DBE/SLBE community. This is \$1 million less than the \$2.9 million that Richardson would direct to the DBE/SLBE community.

Not only is Richardson's bid the lowest, but Richardson's bid would have the greatest benefit for the DBE/SLBE community of the three bidders.

Considering these facts, it would seem that the analysis would stop there and the contract would be awarded to Richardson. However, the PDT identified two technicalities in Richardson's bid that have been corrected.

The first was a scrivener's error on the SLBE certification. Richardson inadvertently submitted an earlier internal draft of the SLBE certification that listed LAD, Inc. as the sub-contractor for SLBE purposes although LAD, Inc. is not on the SLBE directory. A representative of the PDT called Richardson about this the day after bid opening and at the same time scheduled a meeting for Richardson to come in and meet with PDT representatives. That meeting was held on September 19 or 20, 2016. At that meeting, Richardson explained the scrivener's error and provided the PDT representatives with its quote from Sharpe Contracting Services, LLC, dated September 13, 2016. The total amount of the quote—\$1,187,634.00—is the amount that is shown on Richardson's SLBE certification. Richardson provided Sharpe's quote (which was obtained pre-bid) and contact information to the PDT to document that Sharpe was the proper SLBE contractor that had been contacted prior to bidding.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 3

Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Further underscoring the point that this is a correctable technicality is the fact that if the County had accepted Richardson's bid it, thereafter, could have required Richardson to replace LAD, Inc. with an approved SLBE sub-contractor. In that case, Richardson would have to comply or forfeit its 10% bond and the County would collect the \$2.1 million forfeiture. In normal circumstances where a public entity has finite funds, which is the case here, that entity will do whatever is not prejudicial to the county or to fair competition to accept the most competitive price, including requiring replacement of contractors or other changes after awarding the contract. To not award the contract to Richardson—which provides the best value to the County and the community by far—on the basis of a scrivener's error that has been corrected appears to create a problem where one need not exist. This is because the County has an economical price in Richardson's bid and the power needed to make Richardson honor that price.

The second technicality is that Richardson did not attach the utility relocation worksheets to its bid. After learning about this, I provided those worksheets to the Richland County attorney via email and mail. Not including the utility relocation worksheets was a minor technicality that had no effect on the work to be done or the total amount of the bid. This was a minor technicality because when preparing the bid, as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

Furthermore, as I have explained before, it was not entirely clear from the bid documents, amendments, and my client's recollection of the pre-bid meeting that those worksheets were even required to be submitted with the bid. After bid opening, my client was in contact with the PDT concerning the correction for their SLBE sub-contractor, at which time it would have been appropriate for the issue of the worksheets to have been raised so it could have been corrected. My client contacted the PDT numerous other times following bid opening to confirm there was nothing else they needed, and no one ever mentioned anything about the worksheets. They only time that issue was ever raised was in Dale Collier's letter to Rob Perry, dated October 11, 2016.

Correcting the name of Richardson's SLBE sub-contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. These two points do not create a genuine basis for deeming Richardson's bid as anything other than responsive; to do so seems illogical and contrary to the County's best interest.

As set forth above, the County would have the power to make Richardson comply with any of the particular terms of the contract after it is awarded. Nevertheless, Richardson has already materially complied with the specifications of the invitation to bid and should be deemed the lowest responsive and responsible bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 4

The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million less than Jackson and almost \$3 million less than McClam, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications because the two corrections made to the bid did not affect the price, quality, quantity, or performance of the contract.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

It is in the best interest of the County to award the contract now to Richardson because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community.

It is my understanding that one option Richland County is considering is to re-bid the contract. There is no basis for the County to re-bid this contract. I understand the County's desire to have its procurement processes perceived as without impropriety, particularly in light of recent negative media reports. However, in this case, there can be no questioning the County's motives or process in awarding the contract to Richardson. The County Code and bid document specifically authorize the County to permit Richardson to correct the two minor technical irregularities in its bid. Richardson's bid provides the best value to the taxpayers of Richland County and the greatest benefit to the DBE/SLBE community, a very important goal of

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 5

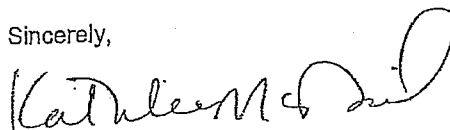
the County's procurement process. There is absolutely no basis for the procurement director to refuse all bids and re-bid this contract and doing so would not serve the public interest.

Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. The County can and should award the contract to Richardson now. Considering that Richardson is by far the lowest bidder, directing the greatest opportunity to the DBE/SLBE community, and any technicalities with its bid have been addressed, it is baffling to me why this has not been done already.

I certainly appreciate your consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

Sincerely,



Kathleen McDaniel

cc: Ned Nicholson, Esq.
Joseph Richardson

Exhibit 3

Richland County Government

County Administration Building
2020 Hampton Street
P.O. Box 192
Columbia, SC 29202



Phone: (803) 576-2061
Fax: (803) 576-2136

MEMORANDUM

TO: County Council

FROM: Rob Perry, Director of Transportation
Christy Swofford, Assistant Director of Procurement

RE: Shop Road Extension Phase I Project

DATE: December 2, 2016

Recommendation is for award to McClam & Associates, Inc. in the amount of \$24,539,282.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30 which brings total contract authorization to \$26,993,211.25. It is additionally recommended to authorize 5% of the low bid for utility relocations which equates to \$1,226,964.15

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

Handwritten signature of Rob Perry in cursive script.

Rob Perry
Director of Transportation

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

Handwritten signature of Christy Swofford in cursive script.

Christy Swofford
Assistant Director of Procurement



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

COUNCIL MEMORANDUM 11-3

To: Council Members
From: Gerald Seals, Interim County Administrators
Date: December 2, 2016
Subject: Rescinding Council Memorandum 10-4

Purpose:

This Council Memorandum 11-3 serves to rescind and replace Council Memorandum 10-4.

Background:

Council Memorandum 10-4 regarding the recommended contract award for the Shop Road Extension Project is hereby rescinded and replaced by this Council Memorandum 11-3 for the following reasons:

1. Upon learning that the selection process for the award of bid for the Shop Road Extension Project was conducted according to a provision in the procurement manual used by the Program Development Team ("PDT") that does not align with the County's Procurement Ordinance, I informed the County Attorney and directed that the Award of Contract be removed from the October 18, 2016 Council agenda, pending a thorough review ("Review") by the County. Accordingly, the recommendation of the Council Memorandum of 10-4 that the bid of C.R. Jackson be selected as opposed to the other bids of Richardson Construction Company and McClam & Associates is rescinded for the reasons noted below.
2. The Review confirmed that the PDT utilized the "Transportation Program Procurement Manual" ("Manual") created by the PDT, which includes a provision that permits the correction or withdrawal of bids after the bid opening. That provision is inconsistent with the Richland County Procurement Ordinance. As noted in the Manual, the Procurement Ordinance supersedes any inconsistent statement in the Manual.
3. Further review revealed the information provided by the PDT to the County Procurement Office, the County Transportation Director and me was inaccurate. Specifically, the County Transportation Director and I were informed by the PDT that Richardson, the apparent low bidder, made a "scrivener's error" on its SLBE committal form. There is nothing in the Richland County Procurement Ordinance that requires the County to grant relief to a bidder that commits anything considered to be a "scrivener's error" and the term is not used in the Ordinance. Regardless, upon review of the bid submittal of Richardson, I determined that Richardson's submittal did not contain a "scrivener's error." On the face of the bid documents, there was no indication from the bid submittal that could lead one to reasonably conclude that the bidder intended to be adequately responsive to the SLBE requirements of the bid or to deemed responsive to the bid solicitation. Even if applicable, a scrivener's error requires the clear evidence of nexus, which does not appear

2020 Hampton Street • P.O. Box 192 • Columbia, SC 29202 • Phone: (803) 576-2050

Fax: (803) 576-2137 • TDD: (803) 748-4999

from the face of the Richardson bid. Further, accepting Richardson's bid submittal would require that County staff assume Richardson's intentions, which would require the County to look beyond the face of the bid submittal and make a subjective determination of intent. Therefore, the County Transportation Director, the County Procurement Office, and I are in agreement that the Richardson bid is non-responsive under the County Procurement Ordinance and the County SLBE Ordinance.

4. The PDT has recommended selection of the second apparent lowest bidder, C.R. Jackson. However, upon further review of this matter, the County Transportation Director, the County Procurement Office, and I agree that the bid of C.R. Jackson is also non-responsive as it failed to meet the County's prescribed SLBE goal for bids on this project. C.R. Jackson after the bids were opened attempted to make what it calls a "good faith" effort to comply with the SLBE goals. However, the bid of C.R. Jackson did not seek a waiver of the SLBE goal at the time of submission of its bid, as required by the County's SLBE Ordinance, and thus any attempts of "good faith compliance" by C.R. Jackson after submission of its bid are irrelevant. Further, the County Transportation Director, County Procurement Office, and I believe that even if a "good faith" effort was required of C.R. Jackson, in our judgment no such good faith effort was demonstrated to the our satisfaction.
5. Since the Richardson and C.R. Jackson bids are non-responsive, only one bid, that of McClam & Associates, was responsive. The County Transportation Director, County Procurement Office, and I have agree that based on the evaluation criteria in the bid package and the applicable County Ordinances, it is in the best interests of the County that McClam & Associates be awarded the Shop Road Extension Contract.
6. The Review also revealed that the County's current lead procurement officer apparently provides minimal to no procurement oversight when it comes to PDT initiated bids.

Corrective Actions:

As a result of the aforementioned information, I have directed administration staff to review all Transportation Penny contracts procured through the PDT and approved by Council within the past year to ensure that the County's Procurement Ordinance is followed.

The Administrator's Office is working with the County's Legal Department to determine the best approach to ensure the PDT operates according to the County's Procurement Ordinance to prevent recurrence of similar incidents.

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further,

Recommendation:

The bids of Richardson Construction Company and C.R. Jackson, Inc., should be ruled non-responsive for the reasons stated above.

Therefore, it is recommended that the contract for the Shop Road Extension, Phase I be awarded to McClam and Associates, Inc., as submitted. The bid was under the engineer's estimate for the project. Further, McClam was the only bidder that presented a responsive bid that met the DBE and SLBE goals for the project.

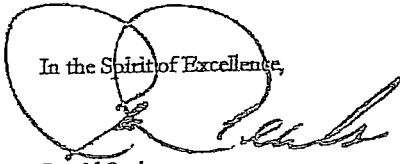
In the Spirit of Excellence,

Gerald Seals

Exhibit 4

Kathleen McDaniel

From: Kathleen McDaniel
Sent: Saturday, December 03, 2016 2:09 PM
To: 'malinowski@rcgov.us'; 'jdickerson@rcgov.us'; 'jeterd@rcgov.us'; 'livingstonp@rcgov.us'; 'sethrose@rcgov.us'; 'gpearce@rcgov.us'; 'rusht@rcgov.us'; 'manningjim@rcgov.us'; 'dixonj@rcgov.us'; 'dmyers@rcgov.us'; 'jacksonn@rcgov.us'
Cc: nnicholson@mcnair.net; sealsg@rcgov.us; smithla@rcgov.us
Subject: Shop Road Extension Phase I Construction
Attachments: KMM to Smith and Seals (11-30-16).pdf, Sharpe quote.pdf

Dear Councilmembers,

I represent Richardson Construction Company. On September 14, 2016, Richardson Construction Company, along with two other companies, submitted bids for the Shop Road Extension Phase I Construction contract.

The PDT originally recommended that this contract be awarded to C.R. Jackson after permitting negotiations with Taylor Brothers so that Jackson could meet the bid requirements. However, per the letter included in your agenda packet for your December 6, 2016 meeting, County staff are recommending that you award the contract to McClam & Associates.

As set forth in the attached correspondence that I sent to Mr. Gerald Seals, interim County administrator, such a decision would not be in the best interest of the County. Instead, the council should award the contract to Richardson Construction. Based upon the limited information we have at this time, it appears that McClam's bid is almost \$3 MILLION more than Richardson's bid while at the same time contributing almost \$1 MILLION less to the DBE/SLBE community. Furthermore, more than 70% of the money that McClam would contribute to the DBE/SLBE community would go to a single contractor—Taylor Brothers. That is the same company that was worked with after the bids were opened, leading to a recommendation of Jackson for the contract award.

The only reason Mr. Seals gives for finding that Richardson's bid was non-responsive was an error on the SLBE form. Richardson does not deny that it filled in the SLBE contractor form with the wrong contractor name and the address of a different contractor. However, after meeting with the PDT and providing the attached quote from Sharpe's Contracting Services, Richardson thought that the PDT understood that Richardson had inadvertently filled in the wrong name. The actual quote from Sharpe's Contracting Services that Richardson used for the SLBE dollar amount is attached. Sharpe's Contracting is a recognized SLBE entity.

Such an error did not affect the amount of the bid or the quality of the work to be done. Pursuant to Richland County Code § 2-608(e), the contract should be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." The County's reservation of rights within the bid manual to correct technicalities is consistent with the requirement of "material compliance" rather than inconsistent as posited by Mr. Seals. Relinquishing the County's authority on this point could tie the County's hands in future procurement matters. The County is well within its authority to permit Richardson to make the correction at issue as Richardson's bid did comply materially. Corrections to bids are commonly made, particularly, as in this case, when they have no effect on the price, timeline, or quality of work and will work to the "greatest economy for the taxpayer" as required by Richland County Code § 2-598 (A).

The Penny Tax program has already dealt with so much negative attention that it is difficult for me to understand why the County would refuse to assert its authority to permit Richardson to make this correction and cause the County to overpay \$3 MILLION of Penny Tax money for this work to be done.

I appreciate your consideration of these points in your deliberations on Tuesday evening.

Sincerely,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel
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P.O. Box 1390

P: 803.404.6900 F: 803.404.6901

Email:

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Columbia, SC 29202-1390

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Blythewood, SC

Sharpe's Contracting Services LLC

Post Office Box 27
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(803) 960-4247

sharpescontractingservices@yahoo.com
www.sharpescontractingservices.com

PROPOSAL (9/13/2016)**CUSTOMER NAME:** RICHARDSON CONSTRUCTION COMPANY**LOCATION:** SHOP ROAD EXTENSION**SCOPE OF SERVICES:** See below

1. We propose to perform the following portions of the new dam construction:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8990523	Dewatering	1	LS	\$ 50,000.00	\$ 50,000.00
	Bypass Channel Construction	1	LS	\$ 56,000.00	\$ 56,000.00
	Furnish & Install 72" RCP	228	LF	\$ 250.00	\$ 57,000.00
	Furnish & Install Rip Rap	2,700	Tons	\$ 65.00	\$ 175,500.00
Sub Total New Dam Construction:					\$ 338,500.00

2. We propose to perform the following erosion control work:

Bid Item #	Description	Quantity	Unit	Unit Price	Extension
8153000	Silt Fence	19,292	LF	\$ 3.00	\$ 57,876.00
8153090	Replace/Repair Silt Fence	1,929	LF	\$ 5.00	\$ 9,645.00
8154011	Porous Baffle	150	LF	\$ 22.00	\$ 3,300.00
8154012	Floating Skimmer	1	EA	\$ 6,500.00	\$ 6,500.00
8154000	Silt Basin	2,039	CY	\$ 20.00	\$ 40,780.00
8154050	Removal of Silt Retained by Silt Fence	1,600	CY	\$ 5.00	\$ 8,000.00
8156300	Sediment Dam Rip-Rap	460	Ton	\$ 75.00	\$ 34,500.00
8156405	Aggregate No. 5 for Erosion Control (6" Uniform)	202	SY	\$ 80.00	\$ 16,160.00
8156490	Stabilized Construction Entrance	1,925	S	\$ 4.00	\$ 7,700.00
8160070	Temporary 60"x48" Sediment Control Structure	1	EA	\$ 12,000.00	\$ 12,000.00
8161100	Aggregate Diaphragm	22	CY	\$ 150.00	\$ 3,300.00
8151101	Turf Reinforcement Matting (TRM) Type I	1	MSY	\$ 6,000.00	\$ 6,000.00
8151102	Turf Reinforcement Matting (TRM) Type II	0.31	MSY	\$ 8,000.00	\$ 2,480.00

Proposal valid for 30 days. Payment due upon receipt of invoice.

Thank you for your business!

Kathleen McDaniel – Member
Ph.: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

November 30, 2016

(via email and hand-delivery)

Larry Smith, Esq.
2020 Hampton Street, Ste. 4018
Columbia, South Carolina 29204
smithla@rcgov.us

Gerald Seals
2020 Hampton Street, Suite 4069
Columbia, South Carolina 29204
sealsg@rcgov.us

Re: Shop Road Extension Phase I Construction
CTR file number: 6344.012

Dear Gentlemen:

As I am sure you know, I represent Richardson Construction Company in regard to their efforts to be awarded the contract with Richland County for the construction of the Shop Road Extension Phase I Construction. I understand that this roadway is important to the progress of the planned China Jushi USA Corporation manufacturing facility so I expect that Richland County has a strong interest in having this matter resolved as quickly as possible so that work can begin.

What I want to summarize for you is the basis upon which Richland County should award this contract now to Richardson Construction. First of all, when the bids were opened on September 14, 2016, Richardson was the lowest of the three bidders. Of the three bidders, Richardson is the only one based in Richland County. To reiterate, the bid results were as follows:

Bidder	Bid total	
Richardson Construction	\$21,666,330.02	← lowest bid
G.R. Jackson, Inc.	\$22,788,344.33	
McClam & Associates, Inc.	\$24,539,282.95	

Richardson Construction's bid was \$1,122,014.31 lower than Jackson's bid and \$2,872,852.93 lower than McClam's bid. Put another way, McClam's bid was 13% higher than Richardson's bid. The fact that McClam's bid was almost \$3 million higher than Richardson's bid should be disqualifying for McClam.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 2

An important goal of the Shop Road project was to have Disadvantaged Business Enterprise (DBE) and Small Local Business Enterprise (SLBE) participation at 7% and 4.37% respectively. The relative DBE/SLBE participation for Richardson, Jackson, and McClam is as follows:

Bidder	DBE dollars (percentage)	SLBE dollars (percentage)	Total dollars (percentage)
Richardson	\$1,700,000 (7.84%)	\$1,187,634.00 (5.48%)	\$2,887,634.00 (13.32%) No overlap of subs
Jackson	\$1,602,020.60 (7.03%)	\$995,850.65 (4.37%)	\$2,597,871.25 (11.4%) Sub overlap unknown
McClam	\$1,791,367.66 (7.3%)	\$1,349,660.56 (5.5%)	\$1,791,367.66 Sub overlap

Two important comparisons can be made looking at this table. First, even though Jackson's bid exceeds Richardson's bid, Richardson has a higher percentage directed to the DBE/SLBE community. More importantly, Richardson's absolute dollar amount directed to the DBE/SLBE community is almost \$300,000 greater than Jackson.

The second comparison to make is between Richardson and McClam. It is my understanding that McClam identified the Taylor Brothers as their SLBE sub-contractor and as a DBE sub-contractor. The same \$1.3 million in work that Taylor Brothers would perform for McClam was used to satisfy McClam's DBE and SLBE goals. Put another way, McClam's \$1.8 million for the DBE goal includes the \$1.3 million for the SLBE goal. Thus, McClam's bid would only direct \$1.8 million to the DBE/SLBE community. This is \$1 million less than the \$2.9 million that Richardson would direct to the DBE/SLBE community.

Not only is Richardson's bid the lowest, but Richardson's bid would have the greatest benefit for the DBE/SLBE community of the three bidders.

Considering these facts, it would seem that the analysis would stop there and the contract would be awarded to Richardson. However, the PDT identified two technicalities in Richardson's bid that have been corrected.

The first was a scrivener's error on the SLBE certification. Richardson inadvertently submitted an earlier internal draft of the SLBE certification that listed LAD, Inc. as the sub-contractor for SLBE purposes although LAD, Inc. is not on the SLBE directory. A representative of the PDT called Richardson about this the day after bid opening and at the same time scheduled a meeting for Richardson to come in and meet with PDT representatives. That meeting was held on September 19 or 20, 2016. At that meeting, Richardson explained the scrivener's error and provided the PDT representatives with its quote from Sharpe Contracting Services, LLC, dated September 13, 2016. The total amount of the quote—\$1,187,634.00—is the amount that is shown on Richardson's SLBE certification. Richardson provided Sharpe's quote (which was obtained pre-bid) and contact information to the PDT to document that Sharpe was the proper SLBE contractor that had been contacted prior to bidding.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 3

Richardson properly corrected this technicality with the PDT at that time, and no further information was requested by the PDT.

Further underscoring the point that this is a correctable technicality is the fact that if the County had accepted Richardson's bid it, thereafter, could have required Richardson to replace LAD, Inc. with an approved SLBE sub-contractor. In that case, Richardson would have to comply or forfeit its 10% bond and the County would collect the \$2.1 million forfeiture. In normal circumstances where a public entity has finite funds, which is the case here, that entity will do whatever is not prejudicial to the county or to fair competition to accept the most competitive price, including requiring replacement of contractors or other changes after awarding the contract. To not award the contract to Richardson—which provides the best value to the County and the community by far—on the basis of a scrivener's error that has been corrected appears to create a problem where one need not exist. This is because the County has an economical price in Richardson's bid and the power needed to make Richardson honor that price.

The second technicality is that Richardson did not attach the utility relocation worksheets to its bid. After learning about this, I provided those worksheets to the Richland County attorney via email and mail. Not including the utility relocation worksheets was a minor technicality that had no effect on the work to be done or the total amount of the bid. This was a minor technicality because when preparing the bid, as Richardson entered the information on the worksheets, the relevant sums were auto-populated into the appropriate cells on the bid form. Those cells on the bid form were locked and could only be populated by completing the worksheets. The worksheets provide backup for information entered into the bid form and at a later date will be useful for preparing the schedule of values for the contract, but at the time of bid opening the necessary information from the worksheets was contained on the bid form.

Furthermore, as I have explained before, it was not entirely clear from the bid documents, amendments, and my client's recollection of the pre-bid meeting that those worksheets were even required to be submitted with the bid. After bid opening, my client was in contact with the PDT concerning the correction for their SLBE sub-contractor, at which time it would have been appropriate for the issue of the worksheets to have been raised so it could have been corrected. My client contacted the PDT numerous other times following bid opening to confirm there was nothing else they needed, and no one ever mentioned anything about the worksheets. The only time that issue was ever raised was in Dale Collier's letter to Rob Perry, dated October 11, 2016.

Correcting the name of Richardson's SLBE sub-contractor and providing the utility relocation worksheets corrected any minor technicality in Richardson's bid and does not change Richardson's bid. These two points do not create a genuine basis for deeming Richardson's bid as anything other than responsive; to do so seems illogical and contrary to the County's best interest.

As set forth above, the County would have the power to make Richardson comply with any of the particular terms of the contract after it is awarded. Nevertheless, Richardson has already materially complied with the specifications of the invitation to bid and should be deemed the lowest responsive and responsible bidder. This position is supported by the Richland County Code and the Project Manual for the Shop Road project.

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 4

The purpose of the County's competitive purchasing policy is set forth in Section 2-598, which states, "All purchases shall be made in a manner which provides for the greatest economy for the taxpayer, the fairest selection of vendor, and the prevention of conflicts of interest." Richland County Code § 2-598(a) (emphasis added). I have emphasized the portion regarding "greatest economy for the taxpayer" because a key criterion for contract award under the competitive sealed bid process is a determination of who is the lowest bidder. As set forth above, Richardson's bid was \$1.1 million less than Jackson and almost \$3 million less than McClam, thereby providing the greatest economy to the County.

Under the competitive sealed bids procedure, a contract shall be awarded to the "lowest responsive and responsible vendor whose bid complies materially with the specifications publicized." Richland County Code § 2-608(e) (emphasis added). As set forth above, Richardson materially complied with the bid specifications because the two corrections made to the bid did not affect the price, quality, quantity, or performance of the contract.

Although the code section on competitive sealed bids does not define "materially complies," the code section regarding an alternative method for expenditure of funds from the penny sales tax provides a useful explanation of material compliance. The relevant language is as follows:

The director of procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposals. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The director of procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the county.

Richland County Code § 2-591(c)(6). Again, although this language applies to a different procurement procedure, the principle of permitting a bidder to make minor bid revisions that have only a negligible effect on price, quantity, or quality comports with the concept of "material" compliance with the bid specifications.

It is in the best interest of the County to award the contract now to Richardson because the County will save \$1.1 million while at the same time providing a benefit of \$2.9 million to the DBE/SLBE community.

It is my understanding that one option Richland County is considering is to re-bid the contract. There is no basis for the County to re-bid this contract. I understand the County's desire to have its procurement processes perceived as without impropriety, particularly in light of recent negative media reports. However, in this case, there can be no questioning the County's motives or process in awarding the contract to Richardson. The County Code and bid document specifically authorize the County to permit Richardson to correct the two minor technical irregularities in its bid. Richardson's bid provides the best value to the taxpayers of Richland County and the greatest benefit to the DBE/SLBE community, a very important goal of

Larry Smith, Esq.
Gerald Seals
November 30, 2016
Page 5

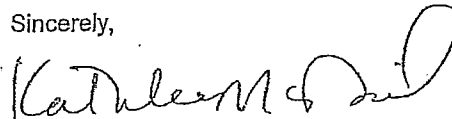
the County's procurement process. There is absolutely no basis for the procurement director to refuse all bids and re-bid this contract and doing so would not serve the public interest.

Award of the contract to Richardson now also helps to avoid any delays in the start of construction, which is tied to the County's obligations for the China Jushi USA Corporation manufacturing facility. Richardson stands ready to begin work as soon as the contract is awarded. Further delay in awarding the contract would push the start date past the most favorable weather. Compressing the construction schedule could also increase the number of change orders, causing further delay. The County can and should award the contract to Richardson now. Considering that Richardson is by far the lowest bidder, directing the greatest opportunity to the DBE/SLBE community, and any technicalities with its bid have been addressed, it is baffling to me why this has not been done already.

I certainly appreciate your consideration of these points. If you have any questions or need further information, feel free to contact me at your convenience,

With kind regards, I am

Sincerely,



Kathleen McDaniel

cc: Ned Nicholson, Esq.
Joseph Richardson

Exhibit 5



STATEMENT OF INTENT TO AWARD

Solicitation: PDT-290-IFB-2016
Advertisement Date: July 20, 2016
Bid Opening Date: September 14, 2016
Description: Shop Road Extension Phase 1
Awarded To: McClam & Associates, Inc.
Contract Amount: \$24,539,282.95
Date of Award: December 7, 2016

Richland County intends to award the above referenced Contract effective 10:00 A.M. on December 18, 2016. This is a statement of intent to award a Contract and becomes the official statement of award unless otherwise suspended or canceled.

Contractor is cautioned not to begin work on the Contract or incur any costs associated with the Contract prior to the effective date of the contract. Richland County assumes no liability for the expenses incurred by the Contractor prior to the effective date of the Contract.

Intent to Award issued by:
Richland PDT
201 Arbor Lake Drive
Columbia, SC 29223

A handwritten signature in cursive script, appearing to read "Dale Collier".

Dale Collier, Procurement Manager

Contract Number: PDT-290-CN-2016
Contract Period: The project shall be substantially complete by
September 16, 2018 from the issuance of a Notice to Proceed.

Dale Collier
Richland PDT Representative
Richland Penny Procurement Director

Cc: Janet Jones, Richland PDT

Exhibit 6

Jason R. Williamson

From: Kathleen McDaniel
Sent: Friday, December 09, 2016 1:03:14 PM
To: nnicholson@mcnair.net, smithla@rcgov.us, sealsg@rcgov.us
Cc: jrichardson@richdirt.com
Subject: RE: Richardson Shop Road Construction contract
Attachments: image004.jpg, image001.jpg

Gentlemen,

I am still awaiting a response from you all to my emails sent two days ago. As a recap, here is what I need to know:

1. Why my associate was told he could not obtain copies of McClam and Jackson's bid documents until county council approved their release or the protest period ended.
2. When I can obtain those bid documents. Monday will be two weeks since my FOIA request for those documents.
3. A list of the members of the Procurement Review Panel.
4. A copy of the rules of procedure for the Procurement Review Panel.
5. A copy of any procurement regulations promulgated pursuant to Richland County Code Section 2-623.

Thank you,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

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P: 803.404.6900 **F:** 803.404.1

Email: KathleenMcDaniel@c



Please consider your environmental responsibility before printing this e-mail.

From: Kathleen McDaniel
Sent: Wednesday, December 07, 2016 10:35 AM
To: nnicholson@mcnair.net; smithla@rcgov.us; sealsg@rcgov.us
Cc: jrichardson@richdirt.com
Subject: RE: Richardson Shop Road Construction contract

Also, could you send me (1) a copy of the rules of procedure for the Procurement Review Panel and (2) a copy of any procurement regulations promulgated pursuant to Richland County Code Section 2-623?

Thanks again,
Kathleen

From: Kathleen McDaniel
Sent: Wednesday, December 07, 2016 10:23 AM
To: nnicholson@mcnair.net; smithla@rcgov.us; sealsg@rcgov.us
Cc: jrichardson@richdirt.com
Subject: RE: Richardson Shop Road Construction contract

Gentlemen,

I am still awaiting information from you on the identity of the members of the Procurement Review Panel. Could you please send me that information today? If I can have your permission to do so, I will just call the Procurement Office myself and get the roster of members.

Also, one of my associates was told yesterday by Jennifer Bragg at the PDT that we could not have a copy of the other bidders' bid submissions until county council approved the release or the protest period ended. That seemed like an unusual position for the county to take. Could you let me know if that is still the county's position and, if not, when I can come and get copies of that bid submission information? I would assume that it is maintained in a way that is easily identified and reproducible.

Considering the county council's vote last night to award the contract to McClam, the need for this information is even more important and urgent, so I look forward to hearing from you today.

Thank you,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

Columbia, SC 29202-1390

P: 803.404.6900 **F:** 803.404.1

Email: KathleenMcDaniel@c

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Please consider your environmental responsibility before printing this e-mail.

From: Kathleen McDaniel
Sent: Tuesday, December 06, 2016 11:54 AM
To: nnicholson@mcnair.net; smithla@rcgov.us; sealsq@rcgov.us
Cc: jrichardson@richdirt.com
Subject: Richardson Shop Road Construction contract

Gentlemen,

As you may have seen from our attached appeal (without exhibits because of size) to the Procurement Review Panel, I have requested that the Shop Road Construction contract award be deferred from the County Council agenda tonight until our appeal to the Procurement Review Panel can be considered. Please let me know where that request stands.

Also, could you please send me a list of the members of the Procurement Review Panel? I have searched all over the Richland County website and cannot seem to find a list of the members. My apologies if I have overlooked it.

Sincerely,
Kathleen McDaniel

CALLISON  TIGHE

Kathleen McDaniel

Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

Columbia, SC 29202-1390

P: 803.404.6900 **F:** 803.404.1

Email: KathleenMcDaniel@c

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Exhibit 7

Kathleen McDaniel

From: Amber Asouzu <ASOUZUA@rcgov.us> on behalf of Ombudsman
<ombudsman@rcgov.us>
Sent: Monday, November 28, 2016 4:52 PM
To: Kathleen McDaniel
Subject: RE: FOIA request--Shop Road Extension Phase I Construction-PDT 290-IFB-2016

Good Afternoon,

Thank you for contacting the Ombudsman's Office. Your request for information pursuant to the Freedom of Information Act, S.C. Code § 30-4-10 et. seq., was received on **November 28, 2016** and forwarded to the Richland County Transportation Department and Procurement Department for review. Please be advised that, regarding a Freedom of Information Act request, § 30-4-30(b) of the South Carolina Code of laws authorizes a public body to "establish and collect fees not to exceed the actual cost of searching for or making copies of records." Prior to providing pertinent documentation, we will notify you of any fees associated with your request.

Please feel free to contact our office if we may be of further assistance.

In the spirit of excellence,

Amber A. Asouzu

Amber A. Asouzu
Citizen Response Representative
2020 Hampton Street, Suite 3061
Columbia SC, 29204
Phone: (803) 929-6000
Fax: (803) 929-6009 email: ombudsman@rcgov.us

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From: Kathleen McDaniel [<mailto:KathleenMcDaniel@callisontighe.com>]
Sent: Monday, November 28, 2016 4:20 PM
To: Ombudsman
Subject: FOIA request--Shop Road Extension Phase I Construction-PDT 290-IFB-2016

Good afternoon. I am an attorney here in Columbia, and I represent Richardson Construction Company. In September, Richardson submitted a bid in response to the attached invitation to bid for the work funded by the Richland Penny Tax to construct the Shop Road Extension Phase I. C.R. Jackson, Inc. and McClam & Associates, Inc. were the only other bidders. I would like to request a copy of all bid submissions, supplemental submissions, and corrections submitted by C.R. Jackson, Inc. and McClam & Associates, Inc. in response to the attached invitation to bid.

Please let me know when these materials will be available for inspection and/or copying. I agree to pay reasonable reproduction fees as provided by law. However, please contact me first if the requested search, material, or both are expected to cost more than \$100.00. Thank you for your kind assistance in this matter.

Sincerely,
Kathleen McDaniel

CALLISON  **TIGHE**

Kathleen McDaniel

Callison Tighe & Robinson, LLC

1812 Lincoln Street

P.O. Box 1390

Columbia, SC 29202-1390

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Kathleen McDaniel

From: Amber Asouzu <ASOUZUA@rcgov.us> on behalf of Ombudsman
<ombudsman@rcgov.us>
Sent: Wednesday, December 14, 2016 12:39 PM
To: Kathleen McDaniel
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for contacting the Ombudsman's Office. The Richland County Information Technology Department has indicated the following: *"Estimated charges for IT staff time to search phone logs, email messages, and text messages responsive to this FOI will be \$250. This includes 5hrs of staff time charged at the hourly rate of the lowest paid IT employee capable of performing the work. IT has access to email, phone records, and text messages for County employees only. Access to email and phone records can begin immediately upon approval of charges, however, the time it will take to get access to cell phones in order to search for text messages responsive to this FOI will be based on how long it takes to gain possession of the cell phones. Best efforts to accomplish this in a timely manner will be made."*

Please feel free to contact our office if we may be of further assistance.

In the spirit of excellence,

Amber A. Asouzu

Amber A. Asouzu
Citizen Response Representative
2020 Hampton Street, Suite 3061
Columbia SC, 29204
Phone: (803) 929-6000
Fax: (803) 929-6009 email: ombudsman@rcgov.us

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From: Kathleen McDaniel [mailto:KathleenMcDaniel@callisontighe.com]
Sent: Wednesday, December 14, 2016 12:27 PM
To: Ombudsman
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Ms. Asouzu,

Thanks for calling me just now to discuss my request. Could you forward me the email from IT with the explanation for the \$250 fee?

Thanks,

Kathleen

From: Kathleen McDaniel
Sent: Wednesday, December 14, 2016 12:10 PM
To: 'Ombudsman'
Subject: RE: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Ms. Asouzu,

Thank you for getting back to me on this request. I have a few questions. First, does the \$250 include the items requested in my FOIA request from November 28, 2016? That request is attached here and specifically sought all bid submissions, supplemental submissions, and corrections submitted by C.R. Jackson, Inc. and McClam & Associates, Inc. in response to the invitation to bid for the Shop Road Phase 1 Extension project. There should not be any search fee associated with those items because I would expect that they are maintained in a single file or location. I sent an associate to the Richland County Procurement Office to obtain those documents last week, and he was directed to the Penny Tax PDT office, where he was told he could not have those documents at that time. Nevertheless, I would think all of the bid documents are in a single easily accessible location which is probably the PDT office and would not require any search time whatsoever. I would like to obtain those items as soon as possible. Please let me know when I can pick up copies of those items.

As to the remaining items and the associated search cost, could you provide me with an explanation of what the search will entail and how the amount of \$250 was reached? I expect my client will pay this in advance if required; however, I need to be able to explain the cost. At this point, I am unsure what exactly we would be paying for.

Thank you,
Kathleen McDaniel

CALLISON TIGHE

Kathleen McDaniel
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

P: 803.404.6900 F: 803.404.6901

Email:
KathleenMcDaniel@callisontighe.com

Columbia, SC 29202-1390

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From: Amber Asouzu [<mailto:ASOUZUA@rcgov.us>] **On Behalf Of** Ombudsman
Sent: Wednesday, December 14, 2016 11:56 AM
To: Kathleen McDaniel
Subject: Fee Notification: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for the Freedom of Information Act request you submitted to the Richland County Information Technology Department, Transportation Department and Procurement Department on **December 6, 2016**.

As indicated in the correspondence sent to you on **December 6, 2016**, regarding a Freedom of Information Act request, § 30-4-30(b) of the South Carolina Code of laws authorizes a public body to "establish and collect fees not to exceed the actual cost of searching for or making copies of records." Accordingly, you will be required to pay a per hour fee for the search for documents requested and pay a per copy fee for copying such records if such records are available. The Richland County Information Technology Department has determined it will cost approximately **\$250.00** to search for documents responsive to your request and is requiring payment be made before the search is conducted. Additionally, a copying fee may be assessed if any documents are retrieved. If the search produces documents, we will notify you of the full copying fee and payment will be required prior to making all non-exempt documents available to you.

If you decide to proceed with your request, as written or as amended, please send an advance payment of **\$250.00** by check payable to "Richland County" to the Richland County Ombudsman's Office at 2020 Hampton Street, Suite 3061, Columbia, SC 29204. Upon receipt of the advance payment, we will proceed with processing your request.

In the spirit of excellence,

Amber A. Asouzu

Amber A. Asouzu
Citizen Response Representative
2020 Hampton Street, Suite 3061
Columbia SC, 29204
Phone: (803) 929-6000
Fax: (803) 929-6009 email: ombudsman@rcgov.us

"Kind words can be short and easy to speak, but their echoes are truly endless." ~Mother Teresa

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From: Stephanie Bush **On Behalf Of** Ombudsman
Sent: Tuesday, December 06, 2016 12:37 PM
To: 'Kathleen McDaniel'
Subject: RE: FOIA request-Shop Road Extension Phase 1 Construction

Good Afternoon,

Thank you for contacting the Ombudsman's Office. Your request for information pursuant to the Freedom of Information Act, S.C. Code § 30-4-10 et. seq., was received on December 6, 2016 and forwarded to the Richland County Transportation Department and Procurement Department for review. Please be advised that, regarding a Freedom of Information Act request, § 30-4-30(b) of the South Carolina Code of laws authorizes a public body to "establish and collect fees not to exceed the actual cost of searching for or making copies of records." Prior to providing pertinent documentation, we will notify you of any fees associated with your request.

Please feel free to contact our office if we may be of further assistance.

In the spirit of excellence,

Stephanie A. Bush
Stephanie A. Bush
Senior Citizen Response Representative
Richland County Ombudsman's Office
2020 Hampton Street, Suite 3061
Columbia, SC 29204
Phone: (803)929-6000
Fax: (803)929-6009
TDD: (803) 576-2045
email: ombudsman@rcgov.us

"Serve your neighbors as you would be served yourself." -Japanese Proverb

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From: Kathleen McDaniel [<mailto:KathleenMcDaniel@callisontighe.com>]
Sent: Tuesday, December 06, 2016 11:45 AM
To: Ombudsman
Cc: GERALD SEALS; LARRY SMITH; nnicholson@mcnair.net; jrichardson@richdirt.com
Subject: FOIA request-Shop Road Extension Phase 1 Construction

Dear Ombudsman,

Please see the attached correspondence with a FOIA request for Richland County. I previously made a request for the first item on the list last Monday, November 28, 2016, and it is my understanding that County staff are working on preparing a response. The remaining items are new requests.

Thank you,
Kathleen McDaniel

CALLISON  **TIGHE**

Kathleen McDaniel
Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390

P: 803.404.6900 **F:** 803.404.6901
Email:
KathleenMcDaniel@callisontighe.com

Columbia, SC 29202-1390

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Please consider your environmental responsibility before printing this e-mail.

Exhibit 8

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Richardson Construction Company, Inc.,)
)
Plaintiff,)
)
v.)
)
Richland County, a political subdivision,)
and McClam & Associates, Inc.,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. _____

AFFIDAVIT OF ROBERT M. RICHARDSON

PERSONALLY APPEARED before me, Robert M. Richardson, who being first duly sworn, testifies that:

1. My name is Robert M. Richardson. I am a resident of South Carolina.
2. I am over 18 years old.
3. I have personal knowledge of the truth of the facts stated herein.
4. I am the General Manager and President of Richardson Construction Company of Columbia, SC, Inc. (RCC).
5. Phase 1A of the Shop Road Extension projects consists of work on Pineview Road and the Western-most 1,500 linear feet of the Shop Road Extension that is required to be completed by October 2017 to service the Jushi Plastics Manufacturing Plant.
6. Phase 1B consists of the balance of the Roadwork and Utility Work to connect the Shop Road Extension to Longwood Road.
7. RCC prepared its bid and schedule for the Shop Road Extensions Phase 1A assuming that the majority of the construction of Phase 1A of the Roadway Extension would take place between March and October 2017 to meet the completion deadline of Fall 2017.
8. Because the bid letting took place in September 2016, and with the winter months commencing very soon thereafter, RCC planned to perform our heavy construction activities in the Spring, Summer and Fall of 2017.
9. RCC has planned to accomplish layout, clearing, and erosion control measures during the Winter.
10. RCC has planned to perform earthmoving and road construction in the Spring and Summer.

11. RCC and its team of subcontractors have reserved the manpower and equipment required to perform the work for the Phase 1A Roadway Construction in approximately eight (8) months:

12. RCC remains ready, willing, and able to do so starting within one week of award of the contract.

13. The major items of work required to complete Phase 1A consist of the following:

- a. Layout, Erosion Control Measures, Clearing, Grading and fill of 1,500 linear feet of the roadway.
- b. Furnish and install the bottomless arch culvert bridge.
- c. Furnish and install 1,200 linear feet of various sized piping.
- d. Provide paving, guardrail, and striping for 1,500 linear feet of roadway.
- e. Paving work in the quantity of approximately 11,000 square yards.

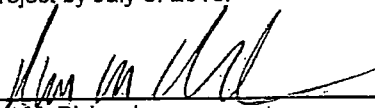
14. The remainder of the work involved in the project, Phase 1B, includes the Roadwork and Utility Work to complete the Shop Road Extension and the Longwood Road and improvement to Longwood Road.

15. We planned for work on the Phase 1B portion of the project to progress concurrently with Phase 1A.

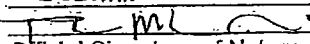
16. We have planned to utilize additional crews to perform the Phase 1B work.

17. We have planned that when Phase 1A work would be complete, we would combine the efforts of our entire Shop Road Extension workforce to complete the balance of the project ahead of schedule.

18. We have planned to complete the entire project by July of 2018.


Robert M. Richardson

Sworn to and subscribed before me this 14th day of
December, 2016.


Official Signature of Notary
(Official Seal)

Thomas M. Larkin, Notary Public
My commission expires: 8/3/2026

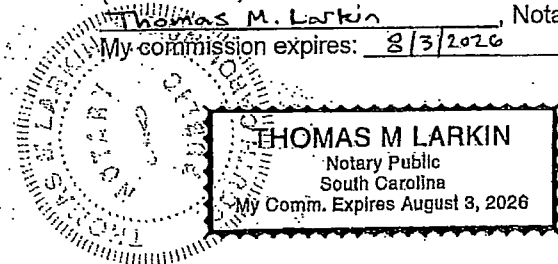


Exhibit 9

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

JACOBS/BEERS YORK, a joint venture

Plaintiff,

v.

THE SCHOOL DISTRICT OF
GREENVILLE COUNTY, SOUTH
CAROLINA, a body politic organized
and existing under the law of
South Carolina

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2000-CP-23-5375

1999 SEP 28 P 1:47

CLERK OF COURT
SOUTH CAROLINA
JOHN J. WILSON

TEMPORARY RESTRAINING
ORDER AND TEMPORARY
INJUNCTION

ENTERED COMPUTER

This matter comes before the Court pursuant to Plaintiff's Motion for Temporary Restraining Order and Temporary Injunction, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, on the grounds that Jacobs/Beers York ("Jacobs/Beers") would suffer irreparable harm unless the School District of Greenville County, South Carolina ("School District") was enjoined from (1) closing the award protest period in which Jacobs/Beers, and other offerors, may file protests to the School District's Intent to Award the contract for RFP Number 299-83-9-2, until fifteen (15) days following the date which the School District provides the proposed contract referenced in the School District's Intent to Award to Jacobs/Beers and other offerors; and, (2) awarding the contract as contemplated by the School District's Intent to Award until such time as Jacobs/Beers', and other offerors', protests can be filed and heard in accordance with the School District's Procurement Code. For the reasons stated herein, Plaintiff's motion is granted.

This case arises out of the School District's procurement of construction services for the School District's Long Range Facilities Plan. On September 11, 2000, the School District posted

Also will have copy on Defendant

an Intent to Award, stating that the School District intended to award a contract for these construction services to Institutional Resources, L.L.C. The School District's Intent to Award stated that the contract would be awarded to Institutional Resources effective sixteen (16) days from the date that the Intent to Award was posted.

The School District's Procurement Code ("Procurement Code") provides for a process whereby other bidders, or offerors, may protest the award of a proposed contract. The Procurement Code provides that "[a]ny . . . offeror . . . who is aggrieved in connection with the intended award or award of a contract shall protest to the Purchasing Agent . . . within fifteen days of the date notification of award is posted. . . ." (Procurement Code, p. 42, ¶ A. 1.) The Procurement Code also provides that any such protest must set forth the grounds of the protest, and the relief requested, in sufficient detail to provide notice of the issues to be decided. (Procurement Code, p. 43, ¶ A. 2.) The Procurement Code's award protest procedure provides the sole remedies and rights available to an aggrieved bidder to the exclusion of any other claims, at common law or otherwise, against the School District. (Procurement Code, p. 42, ¶ A. 1.)

Upon the posting of the Intent to Award, Jacobs/Beers, an offeror for the work, immediately began preparing its award protest pursuant to the provisions of the Procurement Code. Jacobs/Beers asserted that, to comply with the Procurement Code regarding protests, Jacobs/Beers needed a copy of the proposed contract between the School District and Institutional Resources, L.L.C. Jacobs/Beers submitted a formal request to the School District, pursuant to the South Carolina Freedom of Information Act ("FOIA"), for copies of the proposed contract. Jacobs/Beers then filed this action on September 25, 2000 after the School District refused to provide Jacobs/Beers with copies of the requested documents. Jacobs/Beers' Summons, Verified Complaint and Motion for

Temporary Restraining Order/Temporary Injunction were served upon the School District on September 26, 2000 at 8:51 a.m. as evidenced by the Affidavit of Service filed with the Clerk of Court.

This Court granted Jacobs/Beers an expedited hearing on September 26, 2000, the last day of the protest period as provided in the Procurement Code. At this hearing, the Court received oral arguments from Jacobs/Beers and the School District, as well as testimony from Mack Woods, the President of Beers/York Construction Company, Inc., and Oby Lyles, the School District's Executive Director for Communications. Institutional Resources also appeared before the Court and asked to intervene or alternatively to address the Court as amicus. The Court did not grant Institutional Resources' requests, but allowed Institutional Resources to assert arguments. The Court also received into evidence, without objection, copies of a transcript of the Minutes of the September 8, 2000 Special Called Meeting of the School District Trustees, and the Affidavits of Mack Woods and L. Franklin Elmore.

FINDINGS OF FACT

Based upon the testimony and evidence presented to the Court, the Court finds that:

1. The School District issued the Notice of Intent to Award the contract for RFP 299-83-9-2 to Institutional Resources on September 11, 2000.
2. It is clear from the review of the transcript of the September 8, 2000 Special Called Meeting of the Board of Trustees that the Board of Trustees considered the contract negotiations with Institutional Resources to be complete when the Board voted to issue the Notice of Intent to Award.
3. The Procurement Code award protest provisions provide the sole remedy to an aggrieved bidder against the School District.
4. Jacobs/Beers intends to protest the contract award pursuant to the Provisions of the Procurement Code. The failure of the School District to provide a copy of the

proposed contract between Institutional Resources and the School District deprives Jacobs/Beers of the ability to set forth all the grounds for its protest as required by the Procurement Code.

5. Jacobs/Beers submitted a FOIA request to the School District on September, 11, 2000, requesting a copy of the proposed contract between the School District and Institutional Resources.
6. Mr. Oby Lyles orally denied Jacobs/Beers FOIA request on September 19, 2000. At the time that Mr. Lyles denied Jacobs/Beers FOIA request, Mr. Lyles did not assert that the proposed contract was privileged, confidential or proprietary information as set forth in the School District's Request for Proposal or Procurement Code.
7. The School District, through Mr. Lyles, did not assert, in denying Jacobs/Beers FOIA request, that the materials were exempted under S.C. Code Ann. § 30-4-40 (Law. Co-op 1999).
8. The School District intends to make a summary of the proposed contract between Institutional Resources and the School District available to the public the day after the award protest period expires.

CONCLUSIONS OF LAW

The School District's actions have caused Jacobs/Beers irreparable injury because the School District's refusal to provide a copy of the proposed contract to Jacobs/Beers is fundamentally unfair and deprives Jacobs/Beers of due process by not allowing Jacobs/Beers to file a meaningful bid protest, setting forth fully the grounds in detail, as required by the Procurement Code.

The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner. Due process does not mandate any particular form of procedure. Instead, due process is a flexible concept, and the requirements of due process in a particular case are dependant upon the importance of the interest involved and the circumstances under which the deprivation may occur.

South Carolina Nat'l Bank v. Central Carolina Livestock Market, Inc., 345 S.E.2d 485 (S.C. 1986)(internal citations and quotations omitted). As an offeror, Jacobs/Beers has a protected interest in protesting the award as provided in the School District's Procurement Code. This interest is

important because the protest process is Jacobs/Beers' sole remedy against the School District. If the School District is allowed to withhold the proposed contract between the School District and Institutional Resources until after the bid protest time expires, Jacobs/Beers will be denied the ability to identify and evaluate all potential grounds upon which Jacobs/Beers may protest the intended contract award. The School District's refusal to provide Jacobs/Beers with a copy of the proposed contract between the School District and Institutional Resources clearly deprives Jacobs/Beers of the information it needs to avail itself of, and comply with, the Procurement Code's protest procedures. By denying Jacobs/Beers access to the required documents, the School District is depriving Jacobs/Beers the opportunity for its protest to be heard at a meaningful time and in a meaningful manner. The School District's refusal to provide a copy of the proposed contract is a denial of Jacobs/Beers' right to due process under the South Carolina and United States Constitutions.

The balance of equities also dictates that the School District must provide a copy of the proposed contract to Jacobs/Beers. The decision to issue injunctive relief must be based upon a balancing of the equities. Smith v. Phillips, 458 S.E.2d 427 (S.C. 1995) See Kneale v. Bonds, 452 S.E.2d 840 (S.C. Ct. App. 1994).

Here, Jacobs/Beers stands to suffer a loss of its right to protest the contract award at a meaningful time and in a meaningful manner. The School District, on the other hand, stands to suffer only a brief suspension of the protest process. Further, since the evidence indicates that the School District had already completed contract negotiations with Institutional Resources at the time it issued the notice of Intent to Award. Neither the School District, nor Institutional Resources will be prejudiced by the disclosure of the proposed contract. In light of the relative harms and

JAP

Jacobs/Beers' rapid response to the School District's Intent to Award, equity favors the issuance of an injunction.

The public's interest in competitive procurement of public facilities will also be promoted by the issuance of injunctive relief. "[A]n injunction and declaratory judgment are the only adequate means of protecting the public interest, the integrity of the competitive bidding process, and the rights of the individual bidder." Funderburg Builders, Inc. v. Abbeville County Memorial Hospital, 467 F. Supp. 821, 825 (D.S.C. 1979) Id. at 825. Cf. Sloan v. School Dist. of Greenville County, 2000 S.C. App. LEXIS 153 (S.C. Ct. App. Aug. 21, 2000)(granting taxpayer standing to challenge School District's award of construction contracts, which were allegedly *ultra vires* to the School District Procurement Code, because the issue was of great public importance). The injunctive relief which Jacobs/Beers seeks is in the best interests of the citizens of Greenville County. Not only will such relief ensure integrity of the competitive bidding process, but it will assure that the School District obtains competitive bids in the future. The general provisions of the School District's Procurement Code provide that the purposes and policies of the procurement code are, in part:

2. to foster effective broad-based competition for public procurement within the free enterprise system; . . .
6. to ensure fair and equitable treatment of all persons who deal with the procurement system of this District; . . .
9. to promote increased public confidence in the procedure followed for public procurement. (Procurement Code, pp. 1-2, ¶ A.).

The Procurement Code imposes an obligation of good faith in negotiation, performance, and enforcement of the duties set forth in the Procurement Code. (Procurement Code, p. 2, ¶ B.). By

YRP

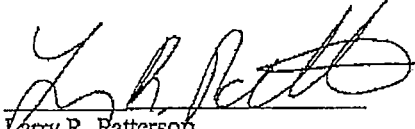
allowing Jacobs/Beers, and other offerors, to review a copy of the proposed contract prior to the expiration of the award protest period, the stated purposes and policies of the Procurement Code will be furthered. Such review will allow Jacobs/Beers to prepare a meaningful award protest, and thus receive fair and equitable treatment in dealing with the School District. Public confidence in the enforcement of the Procurement Code will be enhanced. Finally, enforcement of the Procurement Code policies and purposes, by insuring that there is a fundamentally fair and meaningful protest process, will help insure that School District will maintain the benefit of interested competitive bidders in the future.

Based on the foregoing reasons, it is ordered that: (1) the School District of Greenville County shall provide a copy of the proposed contract between the School District and Institutional Resources to Jacobs/Beers and other offerors for the project; (2) Jacobs/Beers, and other offerors, may file protests to the Intent to Award for a period of fifteen (15) days following the date which the School District provides the proposed contract; and, (3) the School District is enjoined from awarding the contract until such time as Jacobs/Beers', and other offerors', protests can be filed and heard in accordance with the School District's Procurement Code.

7
AND IT IS SO ORDERED

September 28, 2000
Greenville, South Carolina

*Memo pro tunc
September 26, 2000*


Larry R. Patterson
Circuit Court Judge
Thirteenth Judicial Circuit