

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

RECEIVED

MAY 19 2017

SC Court of Appeals

Richardson Construction Company, Inc.,

Appellant,

v.

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

Respondents.

**RETURN AND MEMORANDUM OF RESPONDENT
MCCLAM & ASSOCIATES, INC., IN OPPOSITION TO
APPELLANT'S MOTION FOR
EXPEDITED TEMPORARY INJUNCTION PENDING APPEAL**

Respondent McClam & Associates, Inc. ("McClam") hereby submits its Memorandum in Opposition to Appellant's Motion for Expedited Temporary Injunction Pending Appeal. McClam joins in the position and argument of Respondent Richland County ("County") and incorporates such arguments and memoranda of County in opposition to Appellant's Motion for Expedited Temporary Injunction Pending Appeal ("Appellant's Motion") as if repeated verbatim.

INTRODUCTION

Appellant's Motion seeks a temporary injunction to stop construction work on a construction project for County known as Shop Road Extension, Phase I ("Project"). Appellant's Motion follows its January 23, 2017 appeal of the Order of the Honorable DeAndrea G. Benjamin dated December 22, 2016, denying Appellant's motion in the Court of Common Pleas for Richland County for a temporary injunction to prevent the award of a contract for the Project by County to McClam. (Appellant's Mot. 7.) Following Judge Benjamin's denial of Appellant's motion for temporary injunction to stay the award of the contract, County and McClam entered into a contract dated January 11, 2017 ("Contract"). (McClam Aff. ¶6, Ex. 2, JRM 117-164.) Following execution of the Contract, County issued a Notice to Proceed to McClam dated February 8, 2017 directing that work proceed on the Project by February 12, 2017. (McClam Aff. ¶7, Ex. 5, JRM 165, 166.) McClam immediately mobilized its work forces on the Project and construction has been ongoing since that time. (McClam Aff. ¶8.) Although Appellant filed its appeal of Judge Benjamin's Order on January 23, 2017, Appellant took no further action to enjoin or otherwise stop work on the Project until the filing of Appellant's Motion on May 9, 2017.

In order to avoid duplication, McClam joins in the position and argument of County in defense against Appellant's Motion on addressing Appellant's inability to show irreparable harm, lack of an adequate remedy at law, and likelihood of success on the merits. However, McClam submits this Memorandum to address two (2) issues specific to McClam as raised by Appellant's Motion.

ARGUMENT

I. THE BID OF MCCLAM WAS RESPONSIVE.

Appellant contends that it will prevail on its underlying procurement appeal inasmuch as McClam's bid was non-responsive and therefore must be rejected by the County. (Appellant's Mot. 10-13) In support of its position, Appellant contends McClam's bid was non-responsive because McClam listed one subcontractor, Taylor Brothers, to satisfy the Small Local Business Entity ("SLBE") and Disadvantaged Business Enterprise ("DBE") goals for the Project. (Appellant's Mot. 10-13.) In support of its argument, Appellant relies exclusively on internal e-mail communications between County employees concerning whether a single contractor can be used to satisfy both the SLBE and DBE goals for the Project. Appellant completely ignores the express authority upon which the bidders were to rely in submitting bids for this Project, which was the Project bid specifications found in the Project Manual for the Project. Richland County Ordinances, Chapter 2, Article X, Division 2, Section 2-608 (e) provides:

(e) *Award of contract.* Subject to any exceptions found elsewhere in this article, all contracts shall be awarded to the lowest responsive and responsible vendor whose bid complies materially with the specifications publicized. (Emphasis added.) The director of procurement may, however, refuse all bids and readvertise for bids, if the public interest would be served thereby; provided, however, that, if the director of procurement shall refuse all bids, he shall submit to the county administrator a written explanation of the reasons therefore.

First of all, the Invitation to Bidders, Instructions to Bidders, General Conditions and Special Provisions found in the Project Manual were the "specifications publicized" and have no prohibition whatsoever on the bidder's right to use one subcontractor certified both as a SLBE and DBE to satisfy the SLBE and DBE goals for the Project. (McClam Aff. ¶2, Ex. 1, JRM 001-013.) Moreover, that specific question was asked by prospective bidders at a Mandatory Pre-Bid Conference between County representatives and prospective bidders which took place on August

10, 2016. At that meeting, various questions were posed by prospective bidders in attendance and answered by County. Among the questions and answers was the following:

Q: Can subcontractors be included on both SLBE and DBE Participation Forms and be credited toward both percentages?

A: **Yes** (Emphasis Added)
(McClam Aff. ¶3, Ex. 2, JRM 070.)

That question and answer was subsequently included in Addendum 1 to Invitation for Bids PDT-290-IFB-206, Shop Road Extension Phase I issued to the bidders on August 16, 2016. (McClam Aff. ¶3, Ex. 2, JRM 054, 070.) That Addendum supplemented the Invitation for Bids and thus was part of the “specifications publicized”. It is noteworthy that among the attendees at that mandatory pre-bid meeting on August 10, 2016 was a representative of Appellant. (McClam Aff. ¶3, Ex. 2, JRM 076.) Consequently, the information publicized by County to the bidders prior to the bidding on the Project clearly indicates that a single subcontractor certified as a SLBE and DBE can be used to satisfy the SLBE and DBE goals for the Project. Whether County employees engaged in internal discussions not shared with the bidders about the propriety of doing so is irrelevant. The only information provided to the bidders by County expressly indicated that it was permissible to use subcontractors on both SLBE and DBE Participation Forms and be credited toward both percentage goals. McClam’s bid was the only bid that properly listed a certified SLBE and certified DBE to satisfy the goals. Accordingly, McClam’s bid must be considered responsive and Appellant’s argument relying on unpublicized internal communications between County employees to the contrary must fail. Their argument is directly in conflict with the bid specifications and Addendum 1 thereto, and simply cannot support Appellant’s claim of the likelihood of success on the merits.

Moreover, it is noteworthy that the bidders for the Project, including McClam, were only required to list SLBE and DBE subcontractors to meet the Project SLBE and DBE goals. Since being awarded the Contract, McClam has entered into subcontracts and/or issued purchase orders to certified DBEs totaling an estimated One Million Seven Hundred Eighteen Thousand Eight Hundred Thirty-Two and 93/100 (\$1,718,832.93) Dollars, which is seven and four thousandths (7.004%) percent of the Contract amount. (McClam Aff. ¶9.) McClam has also entered into subcontracts and/or purchase orders with SLBEs which total an estimated One Million Seven Hundred Fifteen Thousand Eight Hundred Thirty and No/100 (\$1,715,830.00) Dollars, which is six and ninety-nine hundredths (6.99%) percent of the Contract amount. (McClam Aff. ¶10.) That exceeds the SLBE Project goal of four and thirty-seven hundredths (4.37%) percent by two and sixty-two hundredths (2.62%) percent. Accordingly, Appellant's contention that the DBE/SLBE community has been somehow deprived of an economic benefit as a result of McClam using one contractor to satisfy the Project SLBE and DBE goals is simply incorrect.

II. STAY OF PROJECT PENDING APPEAL WOULD BE ECONOMICALLY DEVASTATING TO MCCLAM, ITS SUBCONTRACTORS, ITS SUPPLIERS AND THE PROJECT SCHEDULE.

It is well settled law in our State that a preliminary injunction should only issue upon the showing that, without such relief, the moving party will suffer irreparable harm, that it has a likelihood of success on the merits and that there is no adequate remedy at law. Poynter Investments v. Century Builders, 387 S.C. 583, 694 S.E.2d 15 (2010).

While balancing the equities between the parties is not a separate requirement for the granting of an injunction, it is a consideration in the Court's analysis of the irreparable harm and inadequate remedy at law components. Poynter, 387 S.C. at 587. McClam submits that the equities

clearly favor McClam, its subcontractors, and suppliers in support of its position that Appellant's Motion must be denied.

After Judge Benjamin's Order Denying Appellant's Request to Enjoin Issuance of the Contract on December 22, 2016, County and McClam entered into the Contract on January 11, 2017. (McClam Aff. ¶6.) A Notice to Proceed on the Project was issued by the County to McClam on February 8, 2017 directing McClam to proceed with the work on the Project by February 12, 2017. (McClam Aff. ¶7.) McClam immediately upon receipt of the Notice to Proceed mobilized its workforces on the Project and commenced work. (McClam Aff. ¶8.) For approximately three (3) months now, work has been ongoing on the Project. McClam has entered into subcontracts and/or issued purchase orders totaling Eleven Million Eight Hundred Sixty-One Thousand Eight Hundred Seventy-Six and No/100 (\$11,861,876.00) Dollars. (McClam Aff. ¶11.) McClam has purchased and/or issued purchase orders for materials for the Project totaling Two Million One Hundred One Thousand and No/100 (\$2,101,000.00) Dollars. (McClam Aff. ¶12.) Of that amount, Nine Hundred Eighty-Seven Thousand and No/100 (\$987,000.00) Dollars consists of orders for materials that are specifically for this Project and incapable of being cancelled and/or returned for credit. (McClam Aff. ¶12.) McClam has already invoiced and received approval for payment from the County on the Project for Four Million Four Hundred Seventy-Three Thousand Two Hundred Seventy-Four and 97/100 (\$4,473,274.97) Dollars, which constitutes approximately eighteen and twenty-two hundredths (18.22%) percent of the Contract amount. (McClam Aff. ¶13.) Given the commitment of substantial financial and manpower resources by McClam, its subcontractors, and suppliers, the suspension of work on the Project would be economically devastating to McClam and its subcontractors and suppliers, including the DBEs and SLBEs for the Project whom Appellant feigns concern. (McClam Aff. ¶14.)

Demobilization from the Project alone will cost McClam approximately One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars. (McClam Aff. ¶15.) Costs impacts for McClam's subcontractors on the Project could easily average Two Hundred Thousand and No/100 (\$200,000.00) Dollars per firm. Id. With five (5) firms currently actively working on the Project, the cost impact of demobilization for those subcontractors could easily total One Million and No/100 (\$1,000,000.00) Dollars. Id. Thereafter, McClam, its subcontractors, and vendors would be forced to try to reallocate manpower, equipment, and resources to other projects. If finding other projects to reallocate the resources is not possible, layoff of employees would likely result. Id.

Further, the suspension of work on this Project will have a devastating impact on the schedule for the Project. (McClam Aff. ¶16.) The schedule is already compressed with commitments having been made by the County to others related to business development. Suspension on the Project pending the appeal would make it virtually impossible for the work to be completed by McClam in time for the County to comply with its obligations. Id. Moreover, suspension of the Project will create schedule problem impacts for McClam, its subcontractors, and vendors on future projects these companies have already scheduled. Id. This would put McClam, its subcontractors and vendors at risk of losing that future work. Id.

In addition to the detrimental financial and schedule impact to McClam of stopping the work, suspending work on this Project will unnecessarily tie up and suspend McClam's ability to use all of its bonding capacity. McClam has issued performance and payment bonds for the Contract sum of Twenty-Four Million, Five Hundred Thirty-Nine Thousand Two Hundred Eighty-Three (\$24,539,283.00) Dollars for the Project. (McClam Aff. ¶17.) That sum is counted against McClam's total bonding capacity and cannot be released until the Project is completed. Id. If the

Project is suspended, that amount of McClam's bonding capacity will be indefinitely tied up. Id. A similar result will exist for McClam's subcontractor, Palmetto Infrastructure. Because Palmetto Infrastructure has provided payment and performance bonds to McClam, its bonding capacity for the amounts of the bonds will be tied up if work on this Project is suspended. Id.

Finally, suspension of work on this Project will directly jeopardize an existing contract which McClam has with China Jushi Co., Ltd. for Seven Million and No/100 (\$7,000,000.00) Dollars. (McClam Aff. ¶18.) McClam's ability to perform work on that contract is contingent upon completion of this Project. Id. That contract is also at risk of being lost if work on the Project is suspended. Id.

CONCLUSION

Again, McClam joins in the position and arguments of County in opposition to Appellant's Motion and incorporates County's memorandum and arguments as if set forth herein. However, in addition to those arguments, Appellant's Motion should be denied because there is no likelihood of success by Appellant in the underlying merits of this case. The bid of McClam was responsive and fully complied with the requirements of the bid specifications, as clarified by Addendum 1 to the Information to Bidders. In addition, considering the equities, the harm to be sustained by McClam, its subcontractors and vendors, including the DBE and SLBEs participating with McClam on this Project, far outweighs any potential harm to Appellant.

Based upon the foregoing, McClam respectfully requests that Appellant's Motion be denied.

Respectfully submitted,



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May 19, 2017
Chapin, South Carolina

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AFFIDAVIT OF JESSE R. MCCLAM, III

PERSONALLY APPEARED BEFORE ME, the undersigned, being duly sworn deposes
and says as follows:

1. My name is Jesse R. McClam, III, and I am the President of McClam and Associates, Inc. ("McClam"), and have personal knowledge of the matters set forth in this affidavit.
2. Attached hereto as **Exhibit 1** are the bid specifications issued by Richland County ("County") for the Shop Road Extension, Phase I, Project Number PDT-290-IFB-2016 (the "Project").
3. Attached hereto as **Exhibit 2** is Addendum 1, Invitations for Bid, PDT-290-IFB-2016, Shop Road Extension, Phase I.

4. Attached hereto as **Exhibit 3** is the completed Bid Form of McClam submitted to County for the Project.
5. McClam was the lowest responsive responsible bidder for the Project and the Project was awarded to McClam based on its bid.
6. A contract was entered into between McClam and County on January 11, 2017 (the "Contract"). A copy of the Contract is attached as **Exhibit 4**.
7. A Notice to Proceed on the Project was issued by County to McClam on February 8, 2017. A copy of that Notice to Proceed is attached as **Exhibit 5**.
8. Immediately upon receipt of the Notice to Proceed, McClam mobilized workforces on the Project site and commenced work pursuant to the Contract.
9. Since receiving the Notice to Proceed, McClam has entered into subcontracts and/or issued purchase orders to certified Disadvantaged Business Enterprises ("DBE") totaling an estimated amount of One Million Seven Hundred Eighteen Thousand Eight Hundred Thirty-Two and 93/100 (\$1,718,832.93) Dollars. The DBE goal for the Project was seven (7.00%) percent, and McClam has entered into subcontracts and issued purchase orders with certified DBEs totaling seven and four thousandths (7.004%) percent as of the date of this Affidavit.
10. McClam has entered into subcontracts and/or issued purchase orders for certified Small Local Business Enterprises ("SLBE") which total an estimated One Million Seven Hundred Fifteen Thousand Eight Hundred Thirty and No/100 (\$1,715,830.00) Dollars as of the date of this Affidavit. The SLBE goal for the Project was four and thirty-seven hundredths (4.37%) percent. The SLBE participation on this Project through McClam as

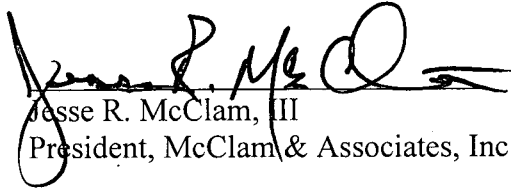
of the date of this Affidavit is estimated to be approximately six and ninety-nine hundredths (6.99%) percent.

11. Since being awarded the Contract for the Project and receiving the Notice to Proceed, McClam has entered into subcontracts and/or issued purchase orders to subcontractors totaling Eleven Million, Eight Hundred Sixty-One Thousand Eight Hundred Seventy-Six and No/100 (\$11,861,876.00) Dollars.
12. In addition to the subcontracts and/or purchase orders referenced above, McClam has purchased and/or issued purchase orders for materials for the Project totaling Two Million One Hundred One Thousand and No/100 (\$2,101,000.00) Dollars. Of that amount, Nine Hundred Seven Thousand and No/100 (\$907,000.00) Dollars consists of ductile iron pipe and pre-stressed concrete cylinder pipe manufactured specifically for this Project and not capable of being cancelled and/or returned for credit.
13. For the period through April 30, 2017, McClam has submitted invoices for the Project to County which have been approved for payment totaling Four Million Four Hundred Seventy-Three Thousand Two Hundred Seventy-Four and 97/100 (\$4,473,274.97) Dollars, which constitutes approximately eighteen and twenty-two hundredths (18.22%) percent of the Contract amount. Work is ongoing on the Project.
14. Based on the above information, McClam, its subcontractors and vendors, including the DBEs and SLBEs have committed substantial financial and manpower resources to perform and complete the work on the Project. The suspension of work on the Project would be economically devastating to McClam, its subcontractors and vendors, including the DBEs and SLBEs for this Project.

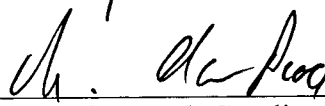
15. McClam estimates that its cost alone to demobilize from the Project will be approximately One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars.

Moreover, McClam and each of its subcontractors and vendors would have to scramble to reallocate manpower, equipment, and resources to other projects. Cost impacts in doing so could easily average Two Hundred Thousand (\$200,000.00) Dollars per firm. With five firms currently actively working on the Project, the impact cost could be One Million and No/100 (\$1,000,000.00) Dollars. It is probable that reallocation would not be completely successful, resulting in layoffs of employees.
16. In addition to demobilization costs, the suspension of work on the Project would have a devastating impact on the schedule for the Project, as well as the schedule for other projects on the books for McClam and its subcontractors and vendors. The schedule for the Project is already compressed. Having it compete with the schedules of future work would be incredibly difficult, if possible at all. Therefore, McClam and its subcontractors and vendors would be at risk of losing that future work.
17. McClam has issued performance and payment bonds for the Contract sum of Twenty-Four Million, Five Hundred Thirty-Nine Thousand Two Hundred Eighty-Three and No/100 (\$24,539,283.00) Dollars on this Project. If the Project is suspended, that amount of McClam's bonding capacity will be tied up indefinitely. Even if McClam could find replacement work for that amount, it may not be able to provide required performance and payment bonds because so much of McClam's bonding capacity is tied up on the Project. A similar result will exist for McClam's subcontractor, Palmetto Infrastructure. Palmetto Infrastructure has provided bonds to McClam, and its bonding capacity for the bond amounts will be tied if the work on this Project is suspended.

18. In addition to McClam's Contract with Richland County for this Project, McClam has also secured a separate contract for approximately Seven Million and No/100 (\$7,000,000.00) Dollars with China Jushi Company Limited ("Jushi"). McClam's ability to complete that work is contingent upon McClam's completion of the Project. If work on this Project is suspended, McClam is at risk of either losing its contract with Jushi or being subjected to legal claims of Jushi for failure to timely complete the Jushi contract.
19. Neither McClam nor its subcontractors and vendors have the reasonable ability to replace the work under this Contract in the event work is suspended.


Jesse R. McClam, III
President, McClam & Associates, Inc.

SWORN TO before me this 17th
Day of May, 20 17.



Notary Public for South Carolina
My Commission Expires: 8/18/24

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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FINAL UTILITY REPORT
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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://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	THREE 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		

8111X 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				
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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 APPURTANENCES)	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 _____

day of _____, 20__.

Company

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	Unit Price

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

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 ____ 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:
Rirap (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.

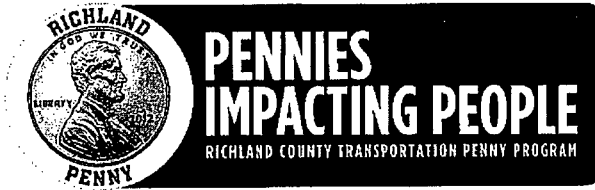
The Contractor is required to deal directly with the news media and all reasonable efforts should be made to co-operate with the media. However, the safety, security and construction schedule on site should not be disrupted in order to accomplish this. The Contractor shall coordinate these activities 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 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:**



ADDENDUM 1

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	August 16, 2016

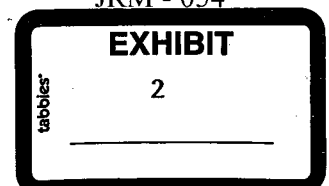


TABLE OF CONTENTS			
Sections	Description	No. of Pages	Return with Submittal
	COVER PAGE	1	NO
	TABLE OF CONTENTS	1	YES
	ADDENDUM ACKNOWLEDGEMENT		
SECTION – A	CHANGES TO THE CONTRACT DOCUMENTS	2	NO
SECTION – B	PRE-BID CONFERENCE AGENDA	1	NO
SECTION – C	PRE-BID MEETING MINUTES	6	NO
SECTION – D	QUESTIONS AND ANSWERS	3	NO
SECTION – E	PRE-BID CONFERENCE SIGN IN SHEETS	4	NO
APPENDIX 1	REVISED UTILITY RELOCATION NO. 1 PLAN SHEETS	2	NO
APPENDIX 2	REVISED UTILITY RELOCATION NO. 1 WORKSHEET	1	NO
APPENDIX 3	REVISED UTILITY RELOCATION NO. 2 WORKSHEET	3	NO
APPENDIX 4	ADMINISTRATIVE SUBDIVISION DEVELOPMENT	5	NO
APPENDIX 5	SHOP ROAD EXTENSION CADD FILES	NA	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		

Section – A

Changes to the Contract Documents

CHANGES TO THE CONTRACT DOCUMENTS

1. See attached signed plans for Underground Relocation #1 as provided in Appendix 1 of this Addendum.
2. See provided CADD files for the project as referenced in Appendix 2 of this Addendum. A zip file can be accessed via the link provided in the "Addendum 1" section of the Shop Road Extension Phase 1 section of the Richland Penny Website at:
<https://ftp.richlandpenny.com/public/folder/GlmC9IMpBkCo8CHErYSsGw/S-hop%20Road%20Extension%20Phase%201>
3. Disclaimer

The recipient and/or user of the software and electronic files associated with this disclaimer agree that these electronic files are NOT part of the Contract for the subject project and are provided for the convenience of the recipient and/or user only. These electronic files were created by Richland County for the sole purpose of creating a set of plans for project development at the site shown. Richland County believes that the information contained herein is reliable and generally accurate for the purpose intended. However, since physical conditions may vary and can change over time, Richland County makes no performance guarantees, expressed or implied warranties and assumes no obligation or liability for the reliability or accuracy of the information contained herein; or for the accuracy of the information translated by Richland County's software for use with end users' software. The paper copy of the electronic information, if available, shall govern over the electronic stored copy. Only the paper copy of the information may be used to determine errors and omissions in the documents. The cross section reports and electronic data files are released to the recipient for informational purposes. The electronic data is for non-construction purposes only, and it is the responsibility of the recipient to validate the enclosed data with appropriate plans, specifications, and estimates for the project. The recipient and/or user accepts all responsibility and risk associated with the download and use of the associated software and electronic files and further agrees that under no circumstances will Richland County be liable for any consequential, incidental, special or exemplary damages associated with the use or reliance on the subject software and electronic files. The recipient ACCEPTS the aforementioned terms and conditions upon opening of any electronic file contained in this deliverable.

4. See attached Administrative Subdivision Development as provided in Appendix 3 of this Addendum.

5. The following pertinent information is provided for the record with regard to Richland County's SLBE program.

- A listing of Certified SLBE Firms can be found on the County's website: <http://www.rcgov.us/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>
- Bidders should provide pricing for areas included in their SLBE Certification certificate
- SLBE firms can contact the SLBE office prior to the bid opening to secure additional NAICS Codes on their Certification Certificate if necessary for the project.
- The SLBE Office will conduct monthly audits of payments made to SLBE firms
- All SLBE Firms are encouraged to update their contact information with the SLBE Office and designate a Contract Compliance person who will coordinate with the agency.
- Firms should contact the SLBE office for assistance as needed at 803-576-2140.
- The County will be enforcing the Prompt Payment Clause included in the Project Manual.
- Richland County has entered into a relationship with McCartha Cobb & Associates of Columbia, SC to assist SLBE firms who may have bonding concerns when contracting with the County. McCartha Cobb can be reached via phone at 803-799-3474.
- All sub-contractors must be legitimate and provide a commercially useful function for the project. All contractors should be fully licensed to complete the work being performed.
- Only companies with current SLBE Certifications will be counted as Certified SLBE firms. Richland County is in the midst of re-certifying the first certified SLBE firms and have extended the re-certification dates. As a result, the certification expiration dates for all firms currently listed on the County's website have been extended to allow them to participate on this project.

Section – B

Pre-Bid Conference Agenda



PRE-BID MEETING
Shop Road Extension Phase 1
PDT-290-IFB-2016
Agenda Items
August 10, 2016 10:00 AM

1. Introductions
2. DBE/SLBE Participation
3. Project Description & Performance Period
4. Contract Requirements/Documents
 - a. IFB Documentation
 - b. No allowance
 - c. Bond requirements
5. Special Provisions
 - a. Quality Assurance Testing
6. Utility Coordination
7. Project Safety
8. Questions

Section – C

Pre-Bid Meeting Minutes



**SHOP ROAD EXTENSION
PHASE I
Project Bid No. PDT-290-IFB-2016**

Pre-Bid Conference Minutes

August 10, 2016 - 10:00 A.M.

THOSE IN ATTENDANCE: Sign-In Sheets are attached

1. INTRODUCTIONS

The Purpose of this meeting was to provide a general overview of the project and to allow potential bidders to ask questions prior to the bid opening. The minutes of the meeting are included herein. At the start of the meeting, Dale Collier allowed members present from the project team to introduce themselves. This included representatives of the Program Development Team, Richland County representatives, and the design team of CDM Smith.

2. DBE / SLBE PARTICIPATION

Collier directed all contractors' attention to Richland County's SLBE (Small Local Business Enterprise) Program encouraging the use of County Approved local businesses. He noted that Richland County Procurement and Office of Small Business Opportunities representatives had not yet arrived at the meeting and proceeded to give an overview of the County's SLBE Program in their absence. He highlighted the following regarding specific requirement for this project.

- The SLBE Participation Goal for the project is 4.37%. This percentage of the work must be completed by the SLBE contractors.
- A listing of Certified SLBE Firms can be found on the County's website at : <http://www.rcgov.us/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>
- Firms should contact the SLBE office for assistance as needed at 803-576-2140.
- SLBE firms in attendance (Taylor Brothers Construction and Asktech) were allowed to introduce themselves to prospective general contractors.
- Richland County is in the midst of re-certifying the first certified SLBE firms and have extended the re-certification dates. As a result, the certification expiration dates for all firms currently listed on the County's website have been extended to allow them to participate on this project.

2. PROJECT DESCRIPTION AND PERFORMANCE PERIOD

Collier noted that the work includes the extension Shop Road in Columbia, SC and allowed Jennifer Bragg to give a general overview of the project. Bragg described Shop Road Extension Phase 1 as the extension on Shop Road from the existing Shop Road / Pineview intersection to Longwood Road in Richland County. She continued and gave the following general highlights of work required for the project.

- The new 4-lane road is approximately one mile in length
- Work includes concrete and asphalt surfacing
- A floorless culvert is included in the project as described in the documents
- Work includes modifications to an existing pond on site
- The replacement of an existing dam is part of the work
- The extension of Shop Road is to be completed as indicated
- An interim completion date is for a portion of the project is indicated in the documents

Bragg clarified that due to the scheduling of a number of collaborators for the project the Pre-Construction Conference has been set for November 8, 2016 as indicated in the documents. She further noted that due to Richland County commitments to a business entity, the contract time frame has been established to include an interim completion date for an initial section of the project as described in the documents. Bragg stated that described initial portion of the work must be completed within 1-year of the Notice to Proceed. The entire project shall be Substantially Complete by September 16, 2018, six hundred seventy one (671) calendar days from the issuance of a Notice to Proceed on November 14, 2016.

3. CONTRACT REQUIREMENTS / DOCUMENTS

Collier gave a general overview of Contract Requirements and noted the following in accordance with the provided meeting agenda.

- a. IFB Documentation: Collier gave the following update of bidding requirements
 - Bid Date: September 14, 2016. Bids will be accepted at 2:00PM.
 - Bid Location: Richland County Procurement Office, 2020 Hampton Street, Third Floor; Columbia, South Carolina 29201. Bidders should allow ample time to enter the facility as parking is metered in the area and limited.
 - All bids must be enclosed in a sealed opaque envelope, bearing the name, address of the bidder, South Carolina Contractors License number, identification of contract being bid and the name of project.
 - Along with the Bid, provide a Bid Bond or Cashier's Check for 5% of the Bid, Acknowledgement of Receipt of Addenda, DBE Participation Sheet
 - The Bid Form and worksheets should be filled out in its entirety to avoid being deemed non-responsive.
 - The Bid must be signed and comply with all South Carolina laws.
 - Bids received after the noted time will be rejected and returned to the bidder unopened.
 - Contractors will be required to hold their bid pricing for 120 days
 - All required taxes should be included in contractor bidding

- The sample contract to be executed with the low bidder is included in the project specifications.
 - Questions should be forwarded to the attention of PDT Procurement Manager, Dale Collier at dcollier@richlandpenny.com. The last day for questions will be September 7, 2016, seven (7) days prior to the bid.
 - At least one addendum will be issued to include the minutes of the current meeting and designer clarifications. Contractors should check the County and PDT websites for addenda.
 - Include all required checklists and forms with bids as required. Bidders must provide DBE Participation Sheet, SLBE Participation Form and other forms and affidavits that are included in the contract Documents
 - Insurance and Bonding requirements should be provided by contractors per specification requirements
 - Collier noted that a 7.0% DBE goal is required for this project.
 - Collier noted that a 4.37% SLBE goal is required for this project.
- b. Allowances: There are no Allowances or Alternate Pricing included in the project.
- c. Site Visit: When suggested by Collier, contractors present agreed that a formal site visit will not be necessary for this project. Collier specifically stated that the submission of a bid by a contractor will be deemed as evidence that the contractor has visited the site and is fully aware of project site conditions.
- d. Collier gave an overview of Front End Specifications included in the project manual and noted that standard Richland County requirements dictate that a number of forms and affidavits to be submitted with each contractor's bid. He suggested that bidders review the various affidavits that are required to be notarized so they can be prepared in advance of the bid date and time. During his review of this section of the project manual, Collier noted the following among the items to be submitted.

SHOP ROAD EXTENSION PHASE I FRONT END SPECIFICATIONS (PARTIAL LISTING)		
Form	Page No.	Comments
Bid Form	14-29	Required
Affidavit	30	Required
Declaration	31	Required
Non-Discrimination	32	Required
Certificate of Familiarity	34	Required
Drug Free Workplace	35	Required
NPDES Permit	36-37	Required
DBE Participation	38	Required 7.0% Participation Rate
DBE Quarterly Report	39	Not Required with Bid
SLBE Participation	40	Required 4.37% Participation Rate
Non-Collusion	41	Required
Listing of Subcontractors	43	Required
Bidders Checklist	44	Required

Collier stressed that all blanks on the Bid Form should be filled for bidders to be deemed responsive. Further, Bid Forms should not be altered in any manner. Altered Bid Forms will be deemed non-responsive. During the review of the Form, Bragg noted that additional worksheets are provided for Bid Form items Utility Relocation Number 1 and Utility Relocation Number 2. Totals for these items should be inserted into the main Bid Form.

Collier directed each bidder's attention to Bonding and Insurance Requirements included in the documents at pages 45-47 as the information included may affect a their bid.

4. SPECIAL PROVISIONS

Bragg gave an overview of Technical Specifications included in the Special Provision sections of the project manual. She stated that while standard SCDOT specifications are incorporated, contractors should pay close attention to all sections as some have been amended for project conditions. Bragg continued and noted the following sections for the benefit of interested bidders.

SHOP ROAD EXTENSION PHASE I AMENDED SPECIFICATIONS (PARTIAL LISTING)		
Spec Section	Section Title / Description	Comments
26	Examination of Proposals	Plans available at Richland Penny Office
38	Corps Permit	In Progress and a copy is provided in appendices
39	NOI / SWPPP	In Progress and a copy is provided in appendices
45	Utilities	SCE&G Transmission Line construction clearance requirements are noted
55	Borrow Excavation	Roadway requirements will follow SCDOT's specifications; Dam requirements will follow the Dam Consolidated Special Provisions
80 - 81	Smooth Wall Pipe	All storm drain piping to be RCP type
87	Right of Way Plat	This section includes Richland County's policy for separating the road R/W from the parent parcel.
97	Floorless Culvert	Revised
98	Intermediate Completion Date	Interim completion date (not including landscaping) 1-yr from NTP to accommodate County commitment
99	Project Access	Access allowed from existing Shop Road and Pineview Road; Access allowed on Longwood Road via Bluff Rd; Access denied on Longwood Road via Garners Ferry Rd and Old Garners Ferry Rd
111	As-Built Plans	Road docs per SCDOT; Utilities per City of Columbia
*172	Arched (Floorless) Culvert	Supplementary Specifications – final geotechnical report is required; only deep foundations allowed
*200	Dam Special Provisions	Contractor should pay special attention to this section for specific requirements
*260	Utility Relocation #1	Specs for water line relocation

SHOP ROAD EXTENSION PHASE I AMENDED SPECIFICATIONS (PARTIAL LISTING)		
*262	Utility Relocation #2	Specs for utility relocations in the Industrial Park area
* 730	FEMA CLOMR	Provided for Information Only
*739	Hydraulic Information	Hydrology Study
*1069	Geotech Report for Culvert	Preliminary Report for Information Only; Contractor to Provide Final Report
*1119	Final Utility Report	For Information Only
*1209	NOI / SWPPP Applications	For use by the successful contractor
*1431	Corp Permit Application	For Contractor Information
*1534	Final Geotech Report for the Road	For Contractor Information
*Appendices to the Specifications: Indicated Numbers are page numbers of the provided PDF document. Page 1618 Corp Permit Application is duplicate information.		

King of the PDT noted that PDT CEI Inspectors will be monitoring the progress of the work and will be responsible for Quality Assurance (QA) and Quality Control (QC) Testing for the project. He said that PDT Inspectors will be on site to conduct various tests as well as verify installed quantities during the work; however, asphalt testing will be the responsibility of the General Contractor. Based on quantified installations, monthly Pay Applications will be generated by the PDT for contractor review prior to formal approval.

Collier concluded discussion related to project documents directing the group's attention to the Sample Contract provided in the project manual. He noted that upon approval by County Council, the PDT will execute the included contract with the successful bidder. He suggested that all bidders review this section to determine if there are any Bid Day cost implications.

5. UTILITY COORDINATION

Roberts directed attendees' attention to the Final Utility Report as included in the contract documents. He noted that approximately eight (8) utilities to be relocated and noted that the contractor will be required to identify additional conflicts during the course of the work. He further noted that the following Utility Relocations are identified in the documents with separately bound plans provided accordingly and Bid Form worksheets provided.

- Utility Relocation #1 : 16" water line relocation
- Utility Relocation #2 : 15" Water and 30" sewer line relocations in the Industrial Park area

Roberts clarified that one (1) utility to be relocated will have to be scheduled after clearing is completed.

6. PROJECT SAFETY

All bidders are advised that a Safety Plan will be required of the low bidder for review by the Program Development Team. Collier noted that safety will be paramount on the project and that the PDT will employ a Safety Manager to monitor safety conditions at each jobsite.

7. QUESTIONS

See Questions and Answers provided during the meeting at Section D of Addendum #1

CLOSING REMARKS

Collier thanked all for their attendance and encouraged contractors to submit their questions to his attention as noted during the meeting.

Section – D

Questions and Answers

QUESTIONS AND ANSWERS

- Q: Is excavation for the dam included in UNCLASSIFIED EXCAVATION, or separate?
- A: See Dam Consolidated Special Provisions. All Unclassified and or Borrow Quantities associated with the construction of the Dam is paid for under the Lump Sum Quantity for the dam.
- Q: Is placement of fill for the new dam included in BORROW EXCAVATION, or separate?
- A: See Dam Consolidated Special Provisions. All Unclassified and or Borrow Quantities associated with the construction of the Dam is paid for under the Lump Sum Quantity for the dam.
- Q: Is the Aggregate Diaphragm listed in quantities associated with the Dam construction?
- A: No, this is for the temporary sediment basin at approximate station 131+00 Right on Sheet 8 of the Construction Plans.
- Q: Why is the 42" smooth wall pipe listed as a separate pay item?
- A: While all pipes on the project are smooth wall pipe, the permanent drainage pipes were quantified as RCP Class III (which is a type of SWP), while the 42" Smooth Wall is called out in accordance with the SCDOT sediment basin standard drawing, as this pipe is associated with the temporary sediment basin at approximate station 131+00 Right on Sheet 8 of the Construction Plans.
- Q: Why are there 120-days allotted prior to the Notice to Proceed.
- A: It is not anticipated that all 120-days will be necessary; however, ample time is included to allow for Bid Evaluations, Recommendation to County Council, Council Approval, Protest Period, Contract Preparation, Contract Legal Review, etc. as required by Richland County Government.
- Q: Is there a possibility that the interim Substantial Completion Date may be adjusted.
- A: Yes – The actual date will be finalized to reflect 1-year from the official Notice to Proceed.
- Q: Are utility relocations to be done by others?
- A: SCE&G will complete power relocations. Water and sewer relocations are by the contractor.

- Q: Will CADD drawings be made available?
A: Yes – See Appendix 2 of this Addendum.
- Q: Is lump sum pricing to be provide for Dam / Spillway concrete?
A: Yes – This is clarified in Dam Special Provisions on page 203 of the Project Manual.
- Q: Is there a local preference stipulated for this project.
A: No – However, SLBE requirements must be met that include Richland County Certified Businesses.
- Q: Can subcontractors be included on both SLBE and DBE Participation Forms and be credited toward both percentages?
A: Yes
- Q: Is the project located on a State road?
A: SCDOT.
- Q: Is SCDOT funding provided for this project?
A: No.
- Q: Is there any SCDOT oversight for this project?
A: Yes – Per an Inter-Governmental Agreement (IGA) established between the County and the Agency.
- Q: Are data communication lines to be relocated by the contractor?
A: No – These lines are being removed independently by AT&T.
- Q: SCDOT Standard Specifications Division 500 allows for the use of fixed forming; due to the varying lane widths, phasing, and size of the project (too small for an onsite plant) slip forming may not be the best option for paving this project. Can fixed forming be allowed for this project in lieu of slip forming?
A: Fixed forming is allowed.
- Q: Can a pay item be created for diamond grinding of the concrete pavement?
A: The contractor may choose how to finish the concrete pavement to achieve and meet the rideability requirements. A pay item will not be provided.

- Q: It was stated in the pre-bid meeting that all QA/QC is the owner's responsibility; however per the SCDOT Supplemental Technical Specification SC-M-501 Item 6 a field office and lab is required. Do we need to provide a field office/lab and if so can a pay item be created to cover these costs?
- A: A field office/lab is not required for this project.

Section – E

Pre-Bid Conference Sign-In Sheets



Pre-Bid Meeting

Project: Shop Road Extension Phase 1

Date: 08/10/2016

Meeting Time: 10: 00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Reed Rogers	AOS Specialty Contractors	Mike@aosscc.org reed@aosscc.org	803-730-6831
Pandy Scott	P.C. CONSTRUCTION CO., INC.	PSCOTT@PCCONST.NET	662-453-2424
Heston Powers	" " "	hestonpowers@pccconst.net	662-453-3424 ext. 120
Grady Wicker	Eagle Constr. Co., Inc.	gwicker@eagleconstructionco.com	803-276-5040
EVANS DAVIS	C. R. JACKSON, INC.	EDAVIS@CRJACKSON.COM	(803) 385-8557
Bob McClam	McClam & Assoc. Inc.	RCM@MCCLAM.NET	803 345 9194
Jennifer Briggs	Richland Penny jbriggs@richlandpenny.com		803-726-6144
ROSS TILTON	RICHLAND PENNY	rtilton@richlandpenny.com	803 726 6170
Eric Moody	Cherokee Inc.	emoody@cherokee-sc.com	803-776-4870
LONNIE CARROLL	MCCARTHY IMPROVEMENT	LCCARROLL@MCCARTHYIMPROVEMENT.COM	864-420-8877
Randey Roberts	Richland PDT	RROBERTS@RICHLANDPENNY.COM	803-726-465



**PENNIES
IMPACTING PEOPLE**
RICHMOND COUNTY PARTICIPATION IN PLENTY PROGRAM



Pre-Bid Meeting

Project: Shop Road Extension Phase 1

Date: 08/10/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Ronald Jeffcoat	R&T Grading INC.	RTG INC @ PBT COMM	803-894-7827 Net 803-206-6942
NATE TIMM	ISCO	NATE.TIMM@ISCO-PIPE.COM	704-302-7045
A. LEE AMICK	HOLLIN	lee.amick@latarguhst.com	(704) 564-5108
DALLAS OWENS	Granite Contracting	dallasowens@granitecontracting.com	704 813.7530
JAMES PEXE	GLF CONSTRUCTION	JPEXE@GLFUSD.COM	(859) 620-3406
Chris Branham	J.C. Wilkie Construction, LLC	cbranham@jcwilkie.com	803-647-4004 cell
Carla Price	CDM Smith	price.cj@cdmsmith.com	803 758 4551
SAM SWANSON	CDM Smith	SWANSON SP@CDMSMITH	758 4544
William Huffstetler	CDM Smith	huffstetlerw@cdmsmith.com	803 758 4506
JAMES GREGORY	Cherokee Inc	jgregory@cherokee-sc.com	803 776 4870
ANDY JOHNSON	SE Cement Assn.	ajohnson@se.cement.org	803- 556-2889
Brett Murray	Lane Construction	bimurray@laneconstruct.com	803 744-4534



Pre-Bid Meeting

Project: Shop Road Extension Phase 1
 Date: 08/10/2016
 Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
John Gathers	ASKTECH	jgathers@asktechinc.com	803-347-7197
JAMES A. GOODSON	R.E. GOODSON Const Co.	JAMES@REGOODSON.COM	843-393-2253
Jim CAMPBELL	CONTECH ENGR SOL. (PRECAST BRIDGES)	JCAMPBELL@CONTECHES.COM	(803) 216-4274
Mike Hanley	CR Jackson	mhanley@crjackson.com	600-1950
Sam Alford	BRADCO CONST	Sam@bradcoconstruction.com	703-545-5041
Jody Gilden	WALKER Brothers	jody@walkersignals.com	960-7523
Wendell POWELL	Sloan Construction Co.	Powellw@sloancc.net	960-8177
GERALD WALKER	RICHLAND PDT	GWALKER@RICHLANDPENNY.COM	803-726-6151
John Jordan	Cherokee, Inc.	jjordan@cherokee-sc.com	(803) 513-7025
SALLY CRANE	L-J, INC.	hwilson@l-jinc.com	(803) 929-1181
Dale Collier	Richland Penny	dcollier@richlandpenny.com	803-917-6258



**PENNIES
IMPACTING PEOPLE**
RICHLAND COUNTY TRANSPORTATION PRIORITY PROGRAM



Pre-Bid Meeting

Project: Shop Road Extension Phase 1

Date: 08/10/2016

Meeting Time: 10:00 AM

NAME	ORGANIZATION	EMAIL	PHONE
Michael Boyle	McCarthy Improvement	mboyle@mcCarthyimprovement.com	864-918-6126
Shawn Salley	Richland County	salley2@rcgov.us	803 726 6149
Brenda Parnell	RL OSBO	Parnellb@rcgov.us	803-576-1544
Joseph Richardson	Richardson Const Co	ESTIMATOR@RICHDCRI.COM	803 786-9741
Kristen Hutto	RL OSBO	huttoK@rcgov.us	803-576-1545
Collier Taylor	Taylor Bros Const	collier@TaylorBrothers SC.CO	803 776 5113
Bryan Connolly	~~Archer Western~~	~~BW Connolly@Walsh~~	~~919 916 7462~~
Clem Watson	RICHLAND PENNY	CWATSON@ RICHLANDPENNY.COM	(803) 726-6170
Brian King	Richland Penny	bking@richlandpenny.com	(803) 351-5289
Sony Immanuel	Richland PDT		
Janet Jones	Richland PDT		
Amy Creps	Dennis Corp.	acrap@deniscorporation.com	803- 296- 4013

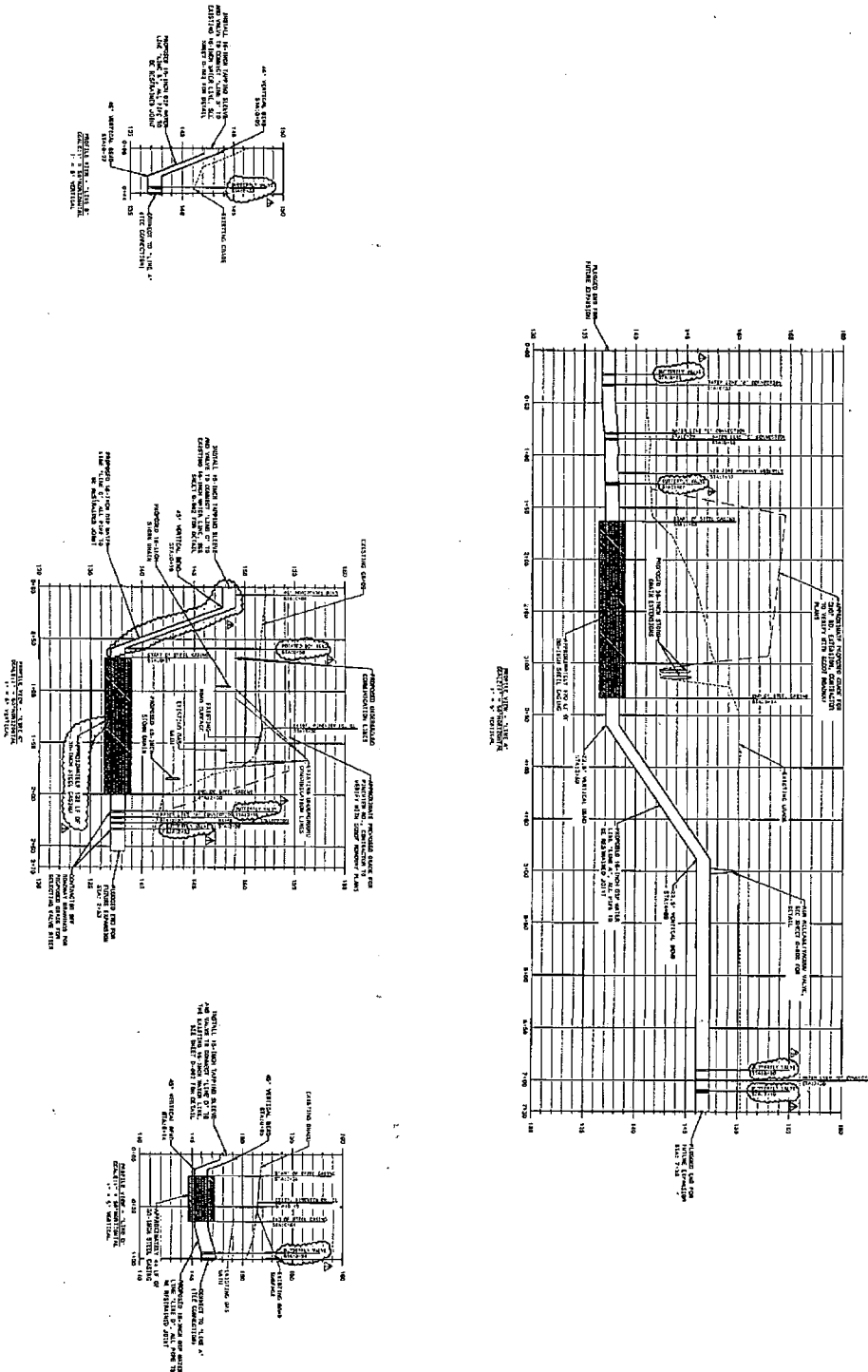
Appendix – 1

Utility Relocation #1
Revised Sheets

GENERAL NOTES:

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AT ALL LOCATIONS SHOWN AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY.
2. CONTRACTOR TO MAINTAIN EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO MAINTAIN EXISTING SURFACE GRADE UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO MAINTAIN EXISTING CURBS AND SIDEWALKS UNLESS OTHERWISE NOTED.
5. CONTRACTOR TO MAINTAIN EXISTING DRIVEWAYS AND PAVEMENT UNLESS OTHERWISE NOTED.
6. CONTRACTOR TO MAINTAIN EXISTING FENCES AND BARRIERS UNLESS OTHERWISE NOTED.
7. CONTRACTOR TO MAINTAIN EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO MAINTAIN EXISTING SIGNAGE UNLESS OTHERWISE NOTED.
9. CONTRACTOR TO MAINTAIN EXISTING LIGHTING UNLESS OTHERWISE NOTED.
10. CONTRACTOR TO MAINTAIN EXISTING UTILITIES UNLESS OTHERWISE NOTED.

JRM - 079



DRAWING STATUS - FOR CONSTRUCTION

C-003

SHOP ROAD EXTENSION PHASE 1
16-INCH WATER LINE RELOCATION
COLUMBIA, SC
CITY OF COLUMBIA
PROFILE VIEWS

REVISIONS
FOR REVISIONS 7/15/2016 (A)

HUSSEY GAY BELL
Established 1958
1219 ASSEMBLY STREET, SUITE 300, COLUMBIA, SC 29201 / 803.799.0444



Appendix – 2

Utility Relocation #1
Revised Worksheet

UTILITY RELOCATION ITEM NO. 001 - WORKSHEET ITEM NO. 1052000					
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	6		
6	BEND- 90 DEGREE- 16-INCH, MJ	EA	1		
7	CAP/PLUG AND CONCRETE THRUST COLLAR/BLOCKING – 16-INCH, MJ	EA	3		
8	BUTTERFLY 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		
12	OPEN CUT AND INSTALL 30" STEEL CASING	LF	170		
13	FLOWABLE FILL	CY	280		
14	FULL DEPTH ASPHALT REPAIR ABOVE STEEL CASING	SY	80		
44	FLOWABLE FILL AND FULL DEPTH ASPHALT-REPAIR ABOVE STEEL CASING	LF	440		
	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)				

Appendix – 3

Utility Relocation #2
Revised Worksheet

UTILITY RELOCATION ITEM NO. 002					
WORKSHEET ITEM NO. 1052000					
ITEM		UNIT	QUANTITY	UNIT COST	TOTAL
WATER MAIN – MISCELLANEOUS					
WS-1	MOBILIZATION/ DEMOBILIZATION	LS	1		
WS-2	TRAFFIC CONTROL (IN ACCORDANCE TO SCDOT STANDARDS AND ENCROACHMENT PERMIT)	LS	1		
WATER MAIN – DEMOLITION AND ESC					
WS-3	CLEARING/GRUBBING: INCLUDES THE ENTIRE LIMITS OF DISTURBANCE TO A MINIMUM DEPTH OF 6-INCHES OF THE TOP SOIL LAYER, AS SHOWN IN THE DRAWINGS, AND ACCORDING TO THE SPECIFICATIONS	AC	2.2		
WS-4	SILT FENCE	LF	4,575		
WS-5	CONSTRUCTION ENTRANCE(S)	EA	2		
WS-6	EROSION CONTROL BLANKET	SY	1,670		
WS-7	PERMANENT GRASSING: INCLUDES THE PREPARATION OF THE TOP SOIL LAYER WITH ALL SOIL AMENDMENTS PER SPECIFICATIONS IN ORDER TO ESTABLISH PERMANENT VEGETATION	AC	2.2		
WATER MAIN					
WS-8	HOT TAP (16-INCH STAINLESS STEEL TAPPING SLEEVE AND 16-INCH FULL BORE GATE VALVE)	EA	1		
WS-9	WATER MAIN, 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES) (OPEN CUT)	LF	2567		
WS-10	WATER MAIN, 20-INCH HDPE (DIRECTIONAL DRILL)	LF	1,570		
WS-11	RESTRAINED 16-INCH DIP (COMPLETE WITH FITTINGS AND APPURTENANCES)	LF	2,123		
WS-12	16-INCH DIP ENCASED IN FLOWABLE FILL	CY	60		

WS-13	16 X 16 X 16-INCH DIP TEE	EA	7		
WS-14	16-INCH DIP END CAP	EA	8		
WS-15	20-INCH HDPE POLY-ANCHORS	EA	6		
WS-16	20-INCH HDPE TO 16-INCH DIP TRANSITION	EA	6		
WS-17	AIR RELEASE VALVE	EA	3		
WS-18	BORE PIT EXCAVATION	CY	400		
WS-19	HYDRANT ASSEMBLY (INCLUDES HYDRANT, 16 X 16 X 6-INCH TEE, 6-INCH GATE VALVE, DIP (MIN. 4-FT), DI FITTINGS AND APPURTANENCES)	EA	7		
WS-20	DUCTILE IRON GATE BUTTERFLY VALVE, 16-INCH (INCLUDES VALVE BOX, CAST IRON LID, AND ALL WORK PER DETAIL IN DRAWINGS)	EA	14		
WASTEWATER MAIN - MISCELLANEOUS					
WS-21	MOBILIZATION/ DEMOBILIZATION	LS	1		
WS-22	CHAIN LINK FENCE	LF	320		
WS-23	CHAIN LINK DOUBLE SWING GATE	LF	16		
WS-24	RELOCATE EXISTING LIGHT POLE	LS	1		
WASTEWATER MAIN – DEMOLITION AND ESC					
WS-25	CLEARING/GRUBBING: INCLUDES THE ENTIRE LIMITS OF DISTURBANCE TO A MINIMUM DEPTH OF 6-INCHES OF THE TOP SOIL LAYER, AS SHOWN IN THE DRAWINGS, AND ACCORDING TO THE SPECIFICATIONS	AC	2.7		
WS-26	OPEN CUT AND REPAIR EXISTING DIRT ROAD	SY	145		
WS-27	REMOVE AND DISPOSE EXISTING CONCRETE SLAB AND WELLHOUSE, ABANDON EXISTING WATER WELL	LS	1		
WS-28	REMOVE EXISTING CHAIN LINK FENCE	LF	340		
WS-29	SILT FENCE	LF	7,500		

WS-30	PERMANENT GRASSING: INCLUDES THE PREPARATION OF THE TOP SOIL LAYER WITH ALL SOIL AMENDMENTS PER SPECIFICATIONS IN ORDER TO ESTABLISH PERMANENT VEGETATION	AC	4.1		
WASTEWATER MAIN					
WS-31	WW GRAVITY PIPE, 15-INCH PVC (AVERAGE DEPTH 8-FT)	LF	1,407		
WS-32	WW GRAVITY PIPE, 30-INCH DIP (AVERAGE DEPTH 10-FT)	LF	4,025		
WS-33	WW GRAVITY PIPE, 16-INCH DIP (AVERAGE DEPTH 13-FT)	LF	260		
WS-34	WW GRAVITY PIPE, 16-INCH DIP RESTRAINED (AVERAGE DEPTH 13-FT)	LF	499		
WS-35	30-INCH STEEL CASING, SCH 40 (JACK AND BORE)	LF	265		
WS-36	60-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	14		
WS-37	48-INCH WW MANHOLE (AVERAGE DEPTH 10-FT)	EA	7		
WS-38	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		
CONTINGENCY					
WS-39	UNSUITABLE SOILS REMOVAL FOR TRENCH WORK (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000		
WS-40	SELECT BACKFILL MATERIAL FOR REPLACING UNSUITABLE SOILS FRO TRENCH BACKFILL (PIPES AND OR STRUCTURES) (ONLY WHEN APPROVED BY ENGINEER)	CY	5,000		
WS-41	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		

Appendix – 4

Administrative Subdivision Development

ADMINISTRATIVE SUBDIVISION

Richland County
Planning & Development Services

ADMINISTRATIVE SUBDIVISION DEVELOPMENT

www.richlandonline.com

Administrative Subdivision – Administrative subdivisions consist of:

1. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in Chapter 26-54.
2. The division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway.
3. The combination or recombination of entire lots of record where no new road or change in existing roads is involved.
4. The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or Chapter 26-54.

REVISED 08-05-01

JRM - 087

**Richland County
Planning & Development Services**

Administrative Subdivision Submittal Checklist

This checklist must be completed, signed, and submitted with application. ALL ITEMS ON CHECKLIST MUST BE ADDRESSED. PLEASE PROVIDE SUPPORTING DOCUMENTS OR NOTATIONS JUSTIFYING ITEMS THAT ARE NOT APPLICABLE.

Project Name: _____ Applicant: _____

- ☐ Administrative Subdivision Review Application
- ☐ \$103.63 application fee
- ☐ ^{Five} ~~Ten (10)~~ signed and sealed plats, no larger than 24" x 36"
- ☐ Two (2) 11" x 17" reduced plats
- ☐ Restricted Covenants Form signed and dated
- ☐ Digital submission on CD to include AutoCAD file in DXF format of the plans, metadata text file and elevation text file. **If no digital is submitted, \$51.82 fee per lot, up to 5 lots. (No digital is needed for lot combinations.)**

MAKE CHECKS PAYABLE TO RICHLAND COUNTY

Applicant: _____ Date: _____

Staff: _____ Date: _____

DISCLAIMER: This is not to be construed as containing all items, documents, or written information to be addressed or required by the Richland County Land Development Code (Chapter 26 of the Richland County Code of Ordinances) and/or other Richland County ordinances and laws. Project submittals that are mailed to Richland County are subject to the same review process and requirements as projects that are hand-delivered. Richland County does not assume responsibility for projects that are considered incomplete and not picked up as required.



Planning & Development Services
2020 Hampton Street, 1st Floor
Columbia, SC 29204
Phone: 803-576-2180
Fax: 803-576-2182

Check Received (Date): _____
Check Number: _____
Amount: _____
Digital Submission (DXF file): ☐ Emailed
☐ Attached

ADMINISTRATIVE SUBDIVISION REVIEW APPLICATION

(Please type or write clearly – illegible applications will be returned)

Date Submitted: _____ RC Project #: _____
Property Owner's Name: _____
Property Owner's Address: _____
City, State _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Engineer / Surveyor: _____
Engineer's Mailing Address: _____
City, State _____ Zip Code: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Tax Map Sheet (TMS) Number(s): _____
Location of Proposed Development: _____
Current Zoning: _____ Size in Acres: _____ Total Number of Lots: _____
Source of Water Service: _____ Source of Sewer Service: _____

Pursuant to the criteria in Chapter 26 of the Richland County Land Development Code, the applicant requests an exception from the subdivision requirements for the reason checked below:

- ☐ The division of the subject property results in a combination or recombination, of previously platted and recorded lots where the total number of lots is NOT INCREASED AND the resultant lots are equal to the site development standards in Chapter 26 of the Land Development Code; or
- ☐ The combination or recombination of entire lots of record where no new road or a change in existing roads are involved; or
- ☐ The division of the land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of any existing roadway.
- ☐ The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement including, but not limited to, paving and/or widening of an existing road; or the construction of new water facilities, other than private, on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map or this chapter.

FEES: ☐ Administrative Subdivision Review \$103.63 ☐ Digital Submission \$51.82 per lot (if no digital is submitted)

Certification

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County Ordinances and State Laws related to land development. I am the property owner, or have received the owner's written authorization to act as his agent regarding this matter. I understand that falsifying any information herein may result in nullification of this request and/or appropriate legal remedies.

Property Owner/Agent Signature _____ Date: _____



RESTRICTED COVENANTS AFFECTING PERMIT ACTIVITY



I, _____, am the Applicant for a _____ permit,
and I hereby truthfully disclose that the tract or parcel of land subject to said permit:

☐ is restricted by a recorded covenant that is contrary to, conflicts with, or prohibits
the activity for which this permit applies.

☐ is NOT restricted by a recorded covenant that is contrary to, conflicts with, or
prohibits the activity for which this permit applies.

I further understand and agree that unless stated above, Richland County does not have
actual notice of any recorded covenant that is contrary to, conflicts with, or prohibits the activity
for which this permit applies. Applicant therefore agrees to indemnify and hold harmless
Richland County from any Liabilities resulting from any Claims in the event that the permitted
activity is found to be in violation of a recorded covenant.

As used herein:

- (1) 'actual notice' is not constructive notice of documents filed in local offices concerning the
property, and does not require Richland County to conduct searches in any records offices for
filed restrictive covenants;
- (2) 'permit' does not mean an authorization to build or place a structure on a tract or parcel of
land; and
- (3) 'restrictive covenant' does not mean a restriction concerning a type of structure that may be
built or placed on a tract or parcel of land."

SIGNATURE OF APPLICANT/AGENT

PRINTED NAME OF APPLICANT/AGENT

ADDRESS

CITY/STATE/ZIP

DATE

Appendix – 5

Shop Road Extension CADD Files
(See Addendum #1 at
Richland Penny Website)

<https://ftp.richlandpenny.com/public/folder/GImC9IMpBkCo8CHErYSsGw/Shop%20Road%20Extension%20Phase%201>

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1	\$ 670,156.75	\$ 670,156.75
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1	\$ 168,762.50	\$ 168,762.50
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	\$ 63,825.00	\$ 63,825.00
1080300	CPM PROGRESS SCHEDULE	LS	1	\$ 24,150.00	\$ 24,150.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1	\$ 8,970.00	\$ 8,970.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY <i>44Ac .75/AC DAY</i>	LS	1	\$ 1,818,625.00	\$ 1,818,625.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	400	\$ 8.90	\$ 2,760.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	50	\$ 86.25	\$ 4,312.50
2031000	UNCLASSIFIED EXCAVATION <i>750 cy / DAY</i>	CY	67,191	\$ 11.80	\$ 792,853.80
2033000	BORROW EXCAVATION <i>772000 91cy = 650/cy</i>	CY	104,808	\$ 15.00	\$ 1,572,120.00
2033100	BORROW PIT SETUP	LS	1	\$ 8,970.00	\$ 8,970.00
2034000	MUCK EXCAVATION <i>300/cy</i>	CY	1,500	\$ 40.25	\$ 60,375.00
2052010	STONE BRIDGE LIFT MATERIAL <i>600 TON / DAY</i>	TON	11,475	\$ 43.25	\$ 496,293.75
2081001	FINE GRADING <i>1400 sy / DAY</i>	SY	77,500	\$ 4.05	\$ 313,875.00
3069900	MAINTENANCE STONE	TON	400	\$ 42.25	\$ 16,900.00
3100320	HOT MIX ASPHALT BASE COURSE - TYPE B	TON	16,603	\$ 75.90	\$ 1,260,167.70
4011004	LIQUID ASPHALT BINDER PG64-22	TON	888	\$ 443.90	\$ 394,183.20
4013100	MILLING EXISTING ASPHALT PAVEMENT 1.0"	SY	8,655	\$ 6.35	\$ 54,959.25
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	3,140	\$ 8.65	\$ 27,161.00
4019000	MILLED-IN RUMBLE STRIP	MI	2	\$ 1,265.00	\$ 2,530.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	TON	1,509	\$ 101.20	\$ 152,710.80
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	TON	1,377	\$ 95.50	\$ 131,503.50
4038300	H/M ASPHALT THIN LIFT SEAL COURSE	TON	250	\$ 172.50	\$ 43,125.00
4037000	H/M ASPHALT CONC. SURF. CR. FOR DITCH PAVING <i>14,345cy 909sy / DAY</i>	TON	55	\$ 287.50	\$ 15,812.50
5011300	PORTLAND CEMENT CONC. PAV. 10" UNIFORM <i>14,345cy 910sy / DAY</i>	SY	51,852	\$ 90.30	\$ 4,682,235.60
6021014	PAVEMENT MARKINGS (TEMP. PAINT) 4" WIDE WHITE SOLID LINES	LF	2,000	\$ 0.17	\$ 340.00
6021114	PAVEMENT MARKINGS (TEMP. PAINT) 4" YELLOW SOLID LINES	LF	4,000	\$ 0.17	\$ 680.00
6023055	TEMPORARY YELLOW PAVEMENT MARKERS BI-DIR. 4" X 4"	EA	40	\$ 5.75	\$ 230.00
6041200	BARRICADE - TYPE 3	LF	60	\$ 34.50	\$ 2,070.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	552	\$ 13.80	\$ 7,617.60
6062000	CONSTRUCTION ZONE ELEC. CHANGEABLE MESSAGE SIGN (TRAILER)	EA	1	\$ 17,307.50	\$ 17,307.50
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	\$ 0.17	\$ 171.02
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	698	\$ 3.45	\$ 2,408.10
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) FAST DRY PAINT	EA	6	\$ 40.25	\$ 241.50

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EXHIBIT

3

tabbies

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	\$ 57.50	\$ 115.00
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	6,000	\$ 0.17	\$ 1,020.00
6250112	6" YELLOW SOL. ON CURB/MED-FAST DRY PAINT	LF	580	\$ 2.30	\$ 1,334.00
6262005	4" WHITE BROKEN LINES (GAPS EXCLUDED) EPOXY PAINT	LF	11,528	\$ 1.15	\$ 13,257.20
6262010	4" WHITE SOLID LINES (PVT. EDGE LINES) EPOXY PAINT	LF	15,676	\$ 0.75	\$ 11,757.00
6262025	24" WHITE SOLID LINES (STOP LINES/DIAG. LINES) EPOXY PAINT	LF	2,031	\$ 13.80	\$ 28,027.80
6262030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) EPOXY PAINT	EA	20	\$ 115.00	\$ 2,300.00
6262035	WHITE WORD MESSAGE "ONLY" EPOXY PAINT	EA	20	\$ 172.50	\$ 3,450.00
6262110	4" YELLOW SOLID LINES (PVT.EDGE & NO PASSING ZONE) EPOXY PAINT	LF	12,960	\$ 0.75	\$ 9,720.00
6262115	24" YELLOW DIAGONAL LINE EPOXY PAINT	LF	1,120	\$ 13.80	\$ 15,456.00
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	\$ 2.60	\$ 2,628.60
6271025	24" WHITE SOLID LINES (STOP/DIAG. LINES) THERMOPLASTIC 125 MIL.	LF	664	\$ 7.80	\$ 5,179.20
6271030	WHITE SINGLE ARROWS (LEFT, STRAIGHT, RIGHT) THERMO. 125 MIL.	EA	10	\$ 74.75	\$ 747.50
6271035	WHITE WORD MESSAGE "ONLY" THERMOPLASTIC 125 MIL.	EA	8	\$ 115.00	\$ 920.00
6271074	4" YELLOW SOLID LINES (PVT. EDGE LINES) THERMOPLASTIC 90 MIL.	LF	11,880	\$ 0.40	\$ 4,756.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS (MONO DIR.) 4" X 4"	EA	324	\$ 4.30	\$ 1,399.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS (BI-DIR.) 4" X 4"	EA	300	\$ 4.30	\$ 1,290.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	4,000	\$ 0.85	\$ 3,400.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MESSG. SIGN	SF	417.25	\$ 33.35	\$ 13,915.29
6513015	MOUNTING ASSEMBLY FOR F.S. SIGN ERECTED ON SPAN WIRE	EA	3	\$ 241.50	\$ 724.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	1,040	\$ 21.85	\$ 22,724.00
6750005	FURNISH & INSTALL 1.0" GALVANIZED RIGID CONDUIT	LF	1,300	\$ 7.30	\$ 9,490.00
6750015	FURNISH & INSTALL 2.0" GALVANIZED RIGID CONDUIT	LF	100	\$ 20.95	\$ 2,095.00
6750025	FURNISH & INSTALL 3.0" GALVANIZED RIGID CONDUIT	LF	20	\$ 34.50	\$ 690.00
6770389	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR - GRAY	LF	1,400	\$ 2.45	\$ 3,430.00
6770393	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - BLACK	LF	700	\$ 2.35	\$ 1,645.00
6770394	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR - GRAY	LF	700	\$ 2.50	\$ 1,750.00
6770413	FURNISH & INSTALL NO. 14 COPPER WIRE, 1 CONDUCTOR FOR LOOP WIRE	LF	400	\$ 0.68	\$ 232.00
6780495	SAWCUT FOR LOOP DETECTOR	LF	200	\$ 8.05	\$ 1,610.00
6800499	FURNISH & INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL	EA	1	\$ 862.50	\$ 862.50
6800518	FURNISH & INSTALL 13" X 24" 18" D. ELEC. FLUSH UNDERGROUND ENCLOSURE (STR. POLY. CONC.) HD	EA	15	\$ 385.25	\$ 5,778.75
6825058	FURNISH & INSTALL 13" X 28' STEEL STRAIN POLE AND FOUNDATION	EA	4	\$ 7,475.00	\$ 29,900.00
6825092	FURNISH & INSTALL 3/8" GALVANIZED STEEL CABLE	LF	500	\$ 6.05	\$ 3,025.00
6825480	FURNISH & INSTALL 4' BREAKAWAY ALUMINUM PEDESTAL POLE	EA	2	\$ 1,092.50	\$ 2,185.00

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	\$ 16,100.00	\$ 16,100.00
6845520	FURNISH & INSTALL 2070L CONTROLLER UNIT WITH SOFTWARE	EA	1	\$ 3,910.00	\$ 3,910.00
6865722	FURNISH & INSTALL 12' 1-WAY-4 SECTION (RA.YA.YAF.GA) VEH TRAFFIC SIGNAL	EA	1	\$ 1,127.00	\$ 1,127.00
6865723	FURNISH & INSTALL 12' 1-WAY-3 SECTION (RA.YA.YAF) VEH TRAFFIC SIGNAL	EA	1	\$ 977.50	\$ 977.50
6865731	FURNISH & INSTALL 12' 1-WAY-3 SECTION (R.Y.G.) VEHICLE TRAFFIC SIGNAL	EA	10	\$ 920.00	\$ 9,200.00
6865791	F & I PEDESTRIAN PUSH BUTTON STATION ASSEM AND SIGN (R-10-4a)	EA	8	\$ 316.25	\$ 2,530.00
6865834	BACKPLATE W/RETROREFL. BORDERS FOR TRAFFIC SIGNALS	EA	12	\$ 201.25	\$ 2,415.00
6885990	REMOVAL, SALVAGE & DISP. OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$ 1,725.00	\$ 1,725.00
6885993	TEMPORARY ADJUSTMENT OF TRAFFIC SIGNAL EQUIPMENT	EA	1	\$ 1,725.00	\$ 1,725.00
6885996	TEMPORARY TIMING ADJUSTMENTS PER SITE VISIT	EA	1	\$ 1,150.00	\$ 1,150.00
6888131	INSTALL FLAT SHEET FIXED SIZE & MESSAGE SIGN-SPANWIRE MOUNT	SF	24	\$ 43.70	\$ 1,048.80
7011800	CONCRETE CURB AND GUTTER WITH FLUME	EA	4	\$ 1,380.00	\$ 5,520.00
7141113	18" RC PIPE CUL. - CLASS III	LF	3,851	\$ 43.20	\$ 166,363.20
7141114	24" RC PIPE CUL. - CLASS III	LF	1,253	\$ 45.85	\$ 57,450.05
7141116	36" RC PIPE CUL. - CLASS III	LF	714	\$ 93.75	\$ 66,937.50
7141110	72" RC PIPE CUL. - CLASS III	LF	160	\$ 270.00	\$ 43,200.00
7143642	42" SMOOTH WALL PIPE	LF	48	\$ 107.25	\$ 5,148.00
7191050	CATCH BASIN - TYPE 1 SPECIAL	EA	1	\$ 2,473.00	\$ 2,473.00
7191605	CATCH BASIN - TYPE 16	EA	4	\$ 4,197.50	\$ 16,790.00
7192020	DROP INLET (24" X 36")	EA	2	\$ 2,300.00	\$ 4,600.00
7192040	DROP INLET TYPE 112	EA	22	\$ 3,047.50	\$ 67,045.00
7192105	MANHOLE	EA	5	\$ 2,597.50	\$ 12,937.50
7192280	48" X 48" JUNCTION BOX	EA	5	\$ 3,220.00	\$ 16,100.00
7203210	CONCRETE CURB AND GUTTER (2'-0") VERTICAL FACE	LF	895	\$ 18.40	\$ 16,468.00
7203710	BRIDGE APPROACH CONCRETE CURB AND GUTTER (1'-10")	LF	60	\$ 34.50	\$ 2,070.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	408	\$ 41.40	\$ 16,891.20
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	207	\$ 62.10	\$ 12,854.70
7206000	CONCRETE MEDIAN	SY	416	\$ 62.10	\$ 25,771.50
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	77	\$ 69.00	\$ 5,313.00
7209100	SURFACE APPLIED DETECTABLE WARNING	SF	98	\$ 40.25	\$ 3,944.50
7225001	DESIGN, DETAIL AND CONSTRUCT PC FLOORLESS CULVERT	EA	1	\$ 3,246,450.00	\$ 3,246,450.00
8011300	AGGREGATE UNDERDRAIN (AGGR. NO. 57)	LF	1,500	\$ 14.90	\$ 22,350.00
8021204	4" PERFORATED UNDERDRAIN	LF	1,500	\$ 9.55	\$ 14,325.00
8034060	6" PIPE SLOPE DRAIN	LF	200	\$ 9.00	\$ 1,800.00
8041020	RIP-RAP CLASS B	TON	764	\$ 55.15	\$ 42,134.60
8041030	RIP-RAP CLASS C	TON	208	\$ 59.10	\$ 12,292.80

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	\$ 5.20	\$ 7,056.40
8051100	STEEL BEAM GUARDRAIL	LF	4,212.5	\$ 19.00	\$ 80,037.50
8052210	END ANCHOR - TYPE B	EA	6	\$ 575.00	\$ 3,450.00
8053250	THREE BEAM G.R. BRIDGE CONN.	EA	4	\$ 1,610.00	\$ 6,440.00
8057100	GUARDRAIL LEADING TYPE T TL3 (50')	EA	4	\$ 3,070.50	\$ 12,282.00
8091010	RIGHT OF WAY MARKER (REBAR AND CAP)	EA	40	\$ 138.30	\$ 5,532.00
8091050	RIGHT OF WAY PLAT	LS	1	\$ 18,788.00	\$ 18,788.00
8100100	PERMANENT COVER	AC	38.8	\$ 1,752.60	\$ 68,035.93
8100200	TEMPORARY COVER	AC	20	\$ 1,092.50	\$ 21,850.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	AC	40	\$ 902.75	\$ 36,110.00
8104005	FERTILIZER (NITROGEN)	LB	3,200	\$ 2.90	\$ 9,280.00
8104010	FERTILIZER (PHOSPHORIC ACID)	LB	3,200	\$ 2.90	\$ 9,280.00
8104015	FERTILIZER (POTASH)	LB	3,200	\$ 2.90	\$ 9,280.00
8105005	AGRICULTURAL GRANULAR LIME	LB	64,000	\$ 0.46	\$ 29,440.00
8109050	SELECTIVE WATERING	GAL	271,500	\$ 0.10	\$ 27,150.00
8109901	MOWING	AC	104	\$ 603.75	\$ 62,790.00
8111023	ACER RUBRUM "OCTOBER GLORY" (RED MAPLE) 2-2.5" CAL. B & B	EA	11	\$ 862.50	\$ 9,487.50
8111102	BETULA NIGRA (RIVERBIRCH) 10-12' HT. B & B	EA	23	\$ 1,092.50	\$ 25,127.50
811114A	LAGERSTOEMIA X FAUREI "NATCHEZ" (GRAPE MYRTLE) 8-10' B & B	EA	27	\$ 1,092.50	\$ 29,497.50
8111177	QUERCUS PHELLOS (WILLOW OAK) 2-2.5" CAL. B & B	EA	38	\$ 1,092.50	\$ 41,515.00
8111186	TAXODIUM DISTICTUM (BALD CYPRESS) 2.5-3" CAL. B & B	EA	39	\$ 1,437.50	\$ 56,062.50
81111XX	FRINGE TREE () 8' HIGH B & B	EA	25	\$ 862.50	\$ 21,562.50
8151201	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 1	AC	5	\$ 1,437.50	\$ 7,187.50
8151202	HYDRAULIC EROSION CONTROL PRODUCT (HECP) TYPE 2	AC	5	\$ 3,306.25	\$ 16,531.25
8153000	SILT FENCE	LF	19,292	\$ 2.30	\$ 44,371.60
8153090	REPLACE/REPAIR SILT FENCE	LF	1,929	\$ 4.60	\$ 8,873.40
8154011	POROUS BAFFLE	LF	150	\$ 10.93	\$ 1,639.50
8154012	FLOATING SKIMMER	EA	1	\$ 4,945.00	\$ 4,945.00
8154000	SILT BASINS	CY	2,039	\$ 17.25	\$ 35,172.75
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,600	\$ 9.20	\$ 14,720.00
8158300	SEDIMENT DAM RIP-RAP	TON	460	\$ 59.25	\$ 27,255.00
8158405	AGGREGATE NO. 5 FOR EROSION CONTROL (6" UNIFORM)	SY	202.00	\$ 17.25	\$ 3,484.50
8158490	STABILIZED CONSTRUCTION ENTRANCE	SY	1,925	\$ 17.25	\$ 33,206.25
8160070	TEMPORARY 60" X 48" SEDIMENT CONTROL STRUCTURE	EA	1	\$ 12,880.00	\$ 12,880.00
8161100	AGGREGATE DIAPHRAGM	CY	22	\$ 331.20	\$ 7,286.40
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE I	MSY	1.00	\$ 6,845.50	\$ 6,845.50
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE II	MSY	0.31	\$ 8,423.75	\$ 2,611.36

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	\$ 1,748.00	\$ 18,651.18
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	32	\$ 12.10	\$ 387.20
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	32	\$ 7.60	\$ 243.20
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,215	\$ 6.60	\$ 8,019.00
8156200	CLEANING INLET STRUCTURE FILTERS	EA	26	\$ 327.75	\$ 8,521.50
8156210	INLET STRUCTURE FILTER - TYPE B	EA	23	\$ 327.75	\$ 7,538.25
8157008	TEMPORARY SLOPE DRAIN - 8"	LF	200	\$ 11.90	\$ 2,380.00
8990523	CONSTRUCTION OF NEW DAM <i>270 DAYS</i>	LS	1	\$ 1,672,342.65	\$ 1,672,342.65
8990524	CONSTRUCTION OF CONCRETE RISER SPILLWAY <i>80 DAYS</i>	LS	1	\$ 548,441.90	\$ 548,441.90
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	90	\$ 42.60	\$ 3,834.00
8990556	STEEL CASING PIPE	LF	808	\$ 454.25	\$ 367,034.00
9607006	STORMWATER BASIN RISERS	LS	1	\$ 17,250.00	\$ 17,250.00
	SUBTOTAL - SHOP ROAD EXTENSION				\$ 24,157,251.31

SHOP ROAD EXTENSION PHASE 1

BID FORM

ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
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SHOP ROAD EXTENSION PHASE I - LONGWOOD RD ESTIMATE

4012060	FULL DEPTH ASPH. PAV. PATCH - 6" DEPTH	SY	4,170	\$ 74.75	\$ 311,738.61
4060010	ASPH. SURF. TREAT. (SINGLE)	SY	16,682	\$ 3.45	\$ 57,551.74
6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	LF	13,650	\$ 0.17	\$ 2,320.50
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	LF	30	\$ 3.45	\$ 103.50
6250105	4" YELLOW BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	LF	1,160	\$ 0.30	\$ 348.08
6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING ZONE) FAST DRY PAINT	LF	5,565	\$ 0.17	\$ 946.05
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	\$ 7.75	\$ 232.80
6271064	4" YELLOW BROKEN LINES (GAPS EXCLUDED) THERMOPLASTIC 90 MIL.	LF	1,160	\$ 0.65	\$ 754.16
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	\$ 4.31	\$ 350.19
	SUBTOTAL - LONGWOOD RD IMPROVEMENTS				\$ 382,031.63

	TOTAL - SHOP ROAD EXTENSION AND LONGWOOD RD IMPROVEMENTS				\$ 24,539,282.95
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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 McCLAM & ASSOCIATES

INDIVIDUAL'S SIGNATURE _____

CONTRACTOR'S ADDRESS 1642 HOLY TRINITY CATHEDRAL ROAD

CITY, STATE, ZIP LITTLE MOUNTAIN SC 29075

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	\$ 1,790.00	\$ 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, 8-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	\$ 485.00	\$ 128,225.00
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

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 <i>200 LF / DAY</i>	LF	1,100	\$ 140.00	\$ 154,000.00
2	ABANDON EXISTING 16-INCH WATER MAINS FLOWABLE FILL, VALVES, INSTALL CAPS, ETC. <i>20 DAYS</i>	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	\$ 1,780.00	\$ 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 <i>20 LF / DAY</i>	LF	170	\$ 187.00	\$ 31,790.00
14	FLOWABLE FILL	CY	280	\$ 158.00	\$ 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 <i>20 LF / DAY</i>	LF	180	\$ 490.00	\$ 88,200.00
16	OPEN CUT AND INSTALL 30" STEEL CASING <i>20 LF / DAY</i>	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

(6) AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

Personally appeared before me ROBERT C. McCLAM who being first duly sworn say that he is a member of the firm of MCCLAM & ASSOCIATES 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, ROBERT C. McCLAM 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 14th

day of September, 2016.

C. W. [Signature]

Notary Public for September 17 2020

MCCLAM & Assoc. Inc.
Company

[Signature]
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.

MCCLAM & ASSOCIATES
Company
Robert C. McClam
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)

MCCLAM & ASSOCIATES

(Company)

1642 HOLY TRINITY CHURCH ROAD

(Address)

LITTLE MOUNTAIN S.C. 29075

Name ROBERT C. MCCLAM Title V. PRES

Address 1642 HOLY TRINITY CH.

LITTLE MOUNTAIN S.C.

29075

Incorporated under the laws of the State of: SOUTH CAROLINA

Remittance Address:

1642 HOLY TRINITY CHURCH ROAD

LITTLE MOUNTAIN S.C. 29075

City, State, Zip

803 345 9194

Telephone Number

57-0672748

Federal Tax ID Number

RCM@MCCLAM.NET

e-mail address

N/A

Toll-Free Number if available

N/A

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 on this project, it is understood and agreed that, if this certification is false, such false certification will constitute ground for the County to reject the 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: Roll C. McEl
Its: V. Pcs

SWORN to before me
This 14th day of September, 2016.

C. [Signature]

Notary Public for South Carolina
My Commission Expires: September 17, 2020

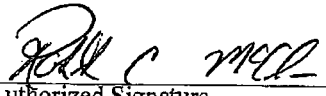
(9) PROMPT PAYMENT CLAUSE

- (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.

McCLAM AND ASSOCIATES, INC.
Company Name (as registered with the IRS)


Authorized Signature

1642 HOLY TRINITY CHURCH ROAD
Company Address

Robert C McClam
Printed Name

LITTLE MOUNTAIN S.C. 29075
City, State, Zip

V Pres
Title

CONTRACTOR'S BIDDERS LICENSE # GC10203

CONTRACTOR'S LICENSE # GC10203

Remittance Address:

1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN S.C. 29075

City, State, Zip

RCM@MCCLAM.NET

e-mail address

803 345 9194
Telephone Number

N/A
Toll-Free Number if available

57-0672748
Federal Tax ID Number

N/A
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 14 TH Sept, 20 16.

Signed: 

(Officer/Bidder)

V. PRES

(Title)

McCUM & ASSOCIATES

(Company)

1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN S.C. 29075

(Address)

SEAL

(13) **DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITMENT 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	Unit Price
TAYLOR BROTHERS - ^{COLUMBIA} SC		BORROW 104808 DIRT cy 13%	1,362,504 ⁵
SPC - SIMPSONVILLE SC		CONCRETE CAST IN PLACE 1 LS	432,590 ⁵ 432,590 ⁵

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.

ROBERT C. McCLAM
Name

V. PRESIDENT
Title

(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
TAYLOR BROTHERS COLUMBIA SC	YES 5.5%	BORROW DIRT	1,362,504 ⁰⁰

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

McCLAM & ASSOCIATES, INC
Company

[Signature]
Legal Signature

Notary Public for SC My Commission Expires: September 17, 2017

(16) STATEMENT OF ASSURANCE, COMPLIANCE AND NON-COLLUSION

State of (SOUTH CAROLINA) County of NEWBERRY

ROBERT C. McCLAM, 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: McCLAM & ASSOCIATES

Name ROBERT C. McCLAM of McCLAM & ASSOC. Agent: V. PRES

Signature Robert C. McClam

Title V. PRESIDENT

Address: 1642 HOLY TRINITY CHURCH ROAD

City, LITTLE MOUNTAIN S.C.

Zip: 29075

State

Telephone: 8033459194 Fax: 8033455362 e-

mail: RCM@McCLAM.NET

Subscribed and sworn to me this 14th day of September, 2016.

C. [Signature] My commission expires: (Title) September 17, 2020

(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>
BORROW DIRT	5.5%	TAYLOR BROTHERS (SLBE)	COLUMBIA S.C.
CAST IN PLACE CONCRETE	1.7%	SPC, INC	SIMPSONVILLE, SC
ARCH CULVERT & FOOTING	12.1%	PALMETTO INFRASTRUCTURE	GREENVILLE, SC
GRASSING	1%	HERNDON INC	LUGOFF, SC
PAVING	7.7%	LANE CONSTRUCTION	WEST COLUMBIA
VERMICON CONCRETE PAVE	16.5%	VERLINGTON CONCRETE	WEST COLUMBIA

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:

GEORGE JONES

Print Superintendent's Name

BIDDER: MCCAM & ASSOCIATES

SIGNATURE:

[Signature]

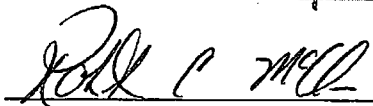
(19) BIDDER'S CHECKLIST

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 8/16/16 #4 _____
#2 9/6/16 #5 _____
#3 _____ #6 _____

COMPANY McCLAM & ASSOCIATES, INC.

AUTHORIZED SIGNATURE 

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McClam & Associates, Inc.
1642 Holy Trinity Church Road
Little Mountain, SC 29075

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
Construction Services, Travelers Bond
& Financial Products, One Tower Square
Hartford, CT 06183-9062
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Richland County
2020 Hampton St.
Columbia, SC 29204

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

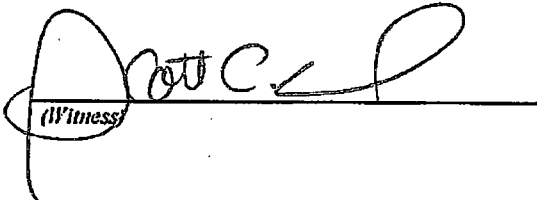
Shop Road Extension Phase I Project# PDT-290-IFB-2016, P029018

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

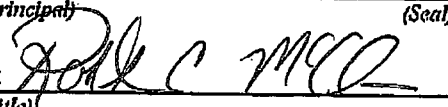
Signed and sealed this 14th day of September, 2016.


(Witness)

McClam & Associates, Inc.

(Principal)

(Seal)

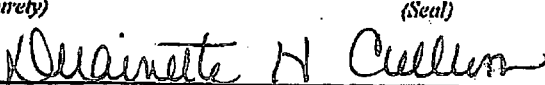
By: 

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By: 

(Title) Duainette H. Cullum, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

224572

Certificate No.

006455280

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Frank W. Hafner Jr., Wesley V. Dasher Jr., Robert J. Lavisky, Della B. Case, Duainette H. Cullum, Marian C. Newman, Adrian C. Burchett, Lori L. Jacobs, and Kyleigh C. Trybus

of the City of Columbia, State of South Carolina, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of December, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 9th day of December, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2016

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CONTRACT AGREEMENT
PDT-290-CN-2016**

THIS CONTRACT AGREEMENT is dated as of the 19th day of December in the year 2016 by and between **RICHLAND COUNTY, SOUTH CAROLINA**, (hereinafter called "Owner" or "County") and **McClam & Associates, Inc.** (hereinafter called "Contractor") for all work necessary to complete that project as described in the Richland County, South Carolina Office of Procurement's Invitation to Bid No. PDT-290-IFB-2016 (hereinafter called the "Project"), for which the Work under the Contract Documents may be the whole or only a part.

WITNESSETH:

WHEREAS, the County has sought to contract with an independent contractor for the furnishing of all labor, supervision, materials and equipment required to perform and complete the Project as detailed in the Contract Documents; and

WHEREAS, the County solicited bids for the aforesaid Project that is needed; and

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

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

WHEREAS, the County's Transportation Director has recommended that a Contract for aforesaid Project be entered into with the Contractor; and

WHEREAS, the Contractor desires to provide the aforesaid Project work pursuant to the terms and conditions contained below;

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

I. Definitions

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

A. "Change Directive" means a written method for directing the Contractor to perform additional Work to the Contract when time and/or cost of the Work is not in agreement between the Owner and Contractor performing the Work.

B. "Change Order" means a mutually agreed upon written change in the Contract Time or Contract Scope of Work between the Contractor and the County which is presumed to include all time and compensation to which the Contractor may be entitled for any change in the Work.

C. "Claim" is defined in Section VIII of this Contract Document.

- D. "Commencement Date" means the date specified in the Notice to Proceed as the date on which the Contractor shall begin providing the Work.
- E. "Contract" or "Agreement" are used interchangeably and each mean this Contract and include all Contract Documents.
- F. "Contract Documents" means all exhibits, attachments, specifications, and any addenda to this Contract that are incorporated by reference into this Contract and which are referenced at Exhibit A, the County's "Invitation for Bids," and all other exhibits listed in Section XIII of this Contract Form.
- G. "Contract Form" shall mean this written agreement document executed by the County and by the Contractor and shall not include exhibits and other Contract Documents.
- H. "Contract Price" means the price listed in the Contract for service to be received in return.
- I. "Contract Time" means the time for the Contractor to achieve Final Completion as provided in the Schedule.
- J. "Contractor" has the meaning assigned above to that term, and includes that company's agents, Employees and representatives.
- K. "Contract Quantities" means the estimated quantities listed on the bid form.
- L. "County" means County of Richland, a public body politic and corporate and political subdivision of the State of South Carolina, or the Richland PDT.
- M. "Day" means "calendar day." The term "calendar day" shall mean every day shown on the calendar. Calendar days will be consecutively counted regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events as described herein.
- N. The "Engineer" is Richland PDT.
- O. "Final Completion" is the date when the Project is fully completed, including all punch-list items, and the Engineer certifies that the Contractor has earned Final Payment. Final Completion may be used interchangeably with "Full Contract Term."
- P. "Final Payment" means the last payment from the County to the Contractor of the entire unpaid balance of the Contract sum as adjusted by any approved Change Orders or Change Directives.
- Q. "Notice to Proceed" means the written notice to be given by the County to the Contractor to commence Work under this Contract.
- R. "Parties" shall mean Contractor and Owner.

S. "Plans and Specifications" shall together mean the plans, drawings, and specifications for the Work found in Exhibit A. "Plans" shall mean the plans for the Work found in Exhibit A. "Specifications" shall mean the specifications for the Work found in Exhibit A. "Drawings" shall mean the drawings for the Work found in Exhibit A.

T. "PDT Procurement Manager" means the Procurement & Contracting Manager of the Richland PDT.

U. "Procurement Director" means the Director for Richland County Procurement Office.

V. "Project" means the project for which the Contractor has agreed to perform the "Work."

W. "Project Manager" shall be the representative designated by the Richland PDT to serve as Project Manager for the Work.

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

Y. "Richland PDT" means Richland PDT, A Joint Venture, which has contracted with the County to perform certain duties for the County in association with the Richland County Penny Transportation Program.

Z. "SCDOT" or "the Department" shall mean the South Carolina Department of Transportation.

AA. "Schedule" means the time for the Contractor to achieve Final Completion as provided in the schedule agreed to between the Parties as provided in Section VI.A.

BB. "Standard Specifications" shall mean the latest edition of the SCDOT Standard Specifications for Road and Highway Construction published as of the Effective Date of this Agreement, including any additions, addendums, and County supplemental specifications.

CC. "Substantial Completion" or "Substantially Complete" shall mean that date when the Engineer certifies that the Work is substantially complete as defined in the Contract Documents.

DD. "Unit Price Work" is work performed or to be performed by the Contractor based initially on estimated quantities listed by item (or Construction Item) in the Contract Documents.

EE. "Work" or "Scope of Work" means the work specified and described in Exhibit A, the County's Invitation for Bids on this Project and includes, but is not limited to, materials, workmanship, manufacture and fabrication of components, all labor, supervision, materials, equipment, tools, machinery, transportation, and supplies necessary

for the completion of the work as described in the Plans and Specifications for the Project and required under this Agreement to complete the Project.

FF. "Work Site" means the "Project Site" and is used interchangeably with that term.

II. The Project

A. Scope of the Work

1. The Contractor agrees to perform the Work required under this Agreement to complete the Project.

2. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the Work without additional expense to the County. The County assumes no responsibility for any understandings or representations concerning conditions or anything related to this Contract, made by any of its officers or agents prior to the execution of this Contract, unless such understandings or representations by the County are expressly stated in this Contract.

3. The Contractor has visited and inspected the Work Site and accepts the conditions at the Work Site as they eventually may be found to exist and warrants and represents that this Contract can and will be performed under such conditions, and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at the Contractor's own cost and expense, anything in this Contract to the contrary notwithstanding.

4. The Contractor shall and will, in good workmanlike manner, do and perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by the Contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire Work to the satisfaction of the Engineer and the County.

5. Work shall begin as indicated in the Notice to Proceed and be completed as indicated in Section III after the issuance of the Notice to Proceed, absent any extensions as allowed under this Agreement.

B. Contractor's Relationship with County.

1. The Contractor shall perform the Work in a competent and timely manner, and with respect to each type of work performed by Contractor as part of the Work, the Contractor shall use the highest degree of reasonable care and skill ordinarily exercised by other similar contractors performing services and obligations of a similar nature, and in accord with all applicable laws, rules, and regulations.

2. The Contractor in its performance of the Work is an independent contractor and shall not be deemed an employee of the County for any purpose whatsoever. The Contractor shall not hold itself or any of its subcontractors out as an employee of the County and shall have no power or authority to bind or obligate the County. The Contractor shall obtain and maintain all licenses and permits required by law for performance of this Agreement by it or its employees, agents, and servants and shall be responsible for the Contractor's subcontractors doing the same. The Contractor shall be liable for and pay all taxes required by local, State, or Federal governments, including but not limited to Social Security, workers' compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law. No employee benefits of any kind shall be paid by the County to or for the benefit of the Contractor or its employees, agents, or servants by reason of this Agreement.

C. Engineer's Authority.

1. The Engineer shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract Documents, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or for Work under this Agreement affected in any manner or to any extent by such question.

2. The Engineer shall decide the meaning and intent of any portion of the Specifications and any Plan or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to the Work which may arise between the Contractor under this Contract and other contractors performing work for the County shall be adjusted and determined by the Engineer.

3. Inspectors, employed by the Engineer or by the County, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part of the Work and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on site and will report to the Engineer as to the progress of the Work and the manner in which it is

being performed; also to report whenever it appears that the materials furnished and Work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract Documents; and to call to the attention of the Contractor any such failure and other default; but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the Work strictly in accordance with the requirements of the Contract Documents. In case of dispute arising between the Contractor and any inspector as to the materials furnished or the manner of performing the Work, the inspector shall have the authority to reject materials or suspend the Work until the question at issue can be referred to and decided by the Engineer.

4. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the County in any way, nor releasing the Contractor from fulfillment of the terms of the Agreement.

5. The County at any time and in its sole discretion may name a different Engineer than the one stated herein by providing notice of same in writing to the Contractor.

III. Term

- A. The Contractor shall not commence Work prior to the issuance of a Notice to Proceed, nor later than ten (10) Days after issuance of the Notice to Proceed.
- B. The Contractor shall achieve Substantial Completion of the Project by **September 16, 2018**, absent any extensions as provided for herein ("the Substantial Completion).
- C. The Contractor shall achieve Final Completion of the Project within thirty (30) Days after the Work is Substantially Complete.

IV. Contract Price

A. Contract Price.

1. The Contractor shall perform the Work, beginning on the Commencement Date, and shall be paid for Work performed, including all labor and items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in the Contract Documents, for the total all inclusive price of Twenty Four Million Five Hundred Thirty Nine Thousand two Hundred eighty two Dollars and ninety five cents (\$24,539,282.95) ("the Contract

Price.") Actual payments will be based on verified quantities actually incorporated in the Work as priced in Contractor's Bid or as lump sum items.

2. The amount as specified may be increased or decreased by the County through the issuance of a Change Order, Change Directive, or Additional Work. Any prices specified in Contractor's Bid or any such Change Order will remain firm for the term of this Contract and any Amendment thereto.

B. Payments.

1. Invoicing.

a) The Contractor shall submit its monthly invoices itemizing all labor and materials for which payment is requested such that they are received by the Project Manager for the County no later than 5:00 PM on the last business day of each month. Assuming the Project Manager and the County accept an invoice and the invoice does not require correction, the invoice shall be paid no later than thirty (30) Days after its approval by the County.

b) The County shall retain ten (10%) percent from each payment as retainage. Such retainage is due and payable to the Contractor upon Final Completion and Acceptance of the Project by the County. When the Work reaches fifty (50%) percent complete, the Contractor may request, in writing, that no further retainage be withheld on future payments from the County 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. The County in its sole discretion may determine whether or not to freeze or otherwise reduce retainage if so requested by the Contractor.

c) An invoice improperly not paid by the County shall earn interest at the rate of one (1%) percent per annum from the due date of the invoice.

d) The Contractor shall submit invoices in original form complete with all supporting documentation, as necessary, summarized in a format directed by the County, and shall reference the Project number.

e) The Contractor's invoices shall be clearly marked with Project number.

f) The Contractor's invoices shall indicate the time period during which the Work was performed for which the invoice is submitted.

g) The Contractor shall sign each invoice summary certifying that all Work covered by the invoice is complete and that the invoice is correct and authentic.

h) The Contractor shall prepare all invoices in a form satisfactory to and approved by the County.

i) At the County's request, the Contractor shall furnish evidence that all labor and materials furnished and equipment used during the period covered by any invoice have been paid for in full and that the Work is not subject to liens or claims on account thereof.

2. County Right to Decline Invoice Approval.

a) The County may decline to approve the Contractor's invoices, in whole or in part, to the extent necessary to protect the County from loss because of:

b) defective Work not remedied,

c) third party claims filed or reasonable evidence indicating probable filing of such claims (including claims of lien),

d) failure of the Contractor to make payments properly to subcontractors or for labor, materials, or equipment,

e) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price,

f) damage to the County, or another contractor performing work for the County,

g) failure to carry out the Work in accordance with the Contract Documents,

h) the withdrawal or suspension, or threatened withdrawal or suspension of governmental permits or approvals due to the negligent actions or default of the Contractor,

i) failure to comply with the Contract Documents, or

j) any breach by Contractor of the terms and conditions of the Agreement.

3. Payment Deductions and Withholding.

a) When any payment is withheld pursuant to this Section, the grounds for such withholding shall be provided to the Contractor. When the grounds for nonpayment are removed, payment shall be made for amounts withheld because of them, within thirty (30) Days after the last ground for nonpayment is removed, provided all other conditions precedent to payment have been satisfied.

b) The County shall not be deemed to be in breach of this Agreement by reason of the withholding of any payment pursuant to any provision of the Contract Documents.

C. Final Payment

1. Application for Payment:

a) After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections and Punch List Items identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents, Contractor may make application for Final Payment following the procedure for progress payments.

b) This "Final Application for Payment" shall be accompanied (except as previously delivered) by:

- (1) all documentation called for in the Contract Documents;
- (2) consent of Contractor's surety to Final Payment;
- (3) a list of all Claims that Contractor believes are unsettled;
and
- (4) complete and legally effective releases or waivers (satisfactory to the County) of all claims of Contractor's subcontractors and others in the chain of privity below Contractor (a "Subcontractor") noticed or filed in connection with the Work.

c) In lieu of the releases or waivers of Subcontractor's claims and if allowed and approved by the County, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien or claim by a Subcontractor could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which County might in any way be responsible, or which might in any way result in liens or other burdens on County's property, have been paid or otherwise satisfied. If any Subcontractor or supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to County to indemnify County against any damages or claim against the County arising out of the Work of the Contractor's Subcontractors.

2. Engineer's Review of Application and Acceptance:

a) If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the Final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten (10) Days after receipt of the Final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Final Application for Payment to County for payment. At the same time Engineer will also give written notice to County and Contractor that the Work is acceptable. Otherwise, Engineer will return the Final Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend Final Payment, in which case Contractor shall make the necessary corrections and resubmit the Final Application for Payment.

3. Payment Becomes Due:

a) Thirty (30) Days after the presentation to County of the Final Application for Payment and accompanying documentation, the amount recommended by Engineer, including retainage held back by the County, but less any sum County is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by County to Contractor.

b) Contractor's acceptance of Final Payment under this Contract from the County is a waiver by Contractor of any and all Claims against the County.

D. Estimated Quantities.

1. The County has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the Project. Within fifteen (15) Days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall mean the Contractor's acceptance of the quantities.

2. In addition, it will be the Contractor's responsibility to inform the Engineer/Inspector in writing when any Unit Price Work item (excluding lump sum items) is within ninety (90%) percent of the proposed quantity.

3. To affect the increase, deletion, and/or substitution, a "no cost" or "cost" Change Order signed by the Contractor must be submitted to the Procurement Director by the Engineer. No work shall be performed prior to approval of such Change Order.

E. Contingent Items.

1. "Construction Item(s)" in the Invitation to Bid that may be identified as being contingent on the "Summary of Quantities" sheets in the Plans, in the column headed "Contingent" and/or listed herein are provided in the Contract for use as directed by the Engineer and are included as part of Contractor's Bid unless otherwise specified. The quantities for these Contingent Items may be increased or decreased by the County without any adjustment to the Contract unit price bid or the Contingent Items may be deleted entirely from the Contract by the County through the Engineer at the County's sole discretion and at any time. The Contractor shall not submit a Claim against the County for any adjustment to the Contract unit price bid should the Contingent Items be increased, decreased or eliminated entirely.

2. Payment for any Contingent Items used will be made on the basis of the quantities as actually measured as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions that are part of the Invitation to Bid.

F. Adjustment of Quantities.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer.

3. Each unit price for a Unit Price Item will be deemed to include not only all direct labor and material cost for such item, but also an amount considered by Contractor to be adequate to cover all of Contractor's other direct and indirect costs, including but not limited to overhead and profit for each separately identified item.

4. With regard to Unit Price Work items in the Contract Price, the County reserves the right, at any time, to make increases or decreases in quantities and alterations to the Plans or character of the Work, including, but not limited to, alterations in the grade or alignment of the roadway or structure(s) or both, as may be found necessary or desirable by the County. Such alterations are neither a waiver of any conditions of the Contract, nor a release of the Surety. The Contractor shall treat altered Work as if it were part of the original Contract Documents.

5. The County has the unilateral right to increase or decrease the quantity of any contract item. If the quantity increase or decrease with respect to a Unit Price Item is less than twenty-five (25%) percent of the original quantity estimated for such item by the County in Exhibit A, there will be no change in the item's unit price stated by the Contractor in Exhibit B. If the quantity of a unit increases twenty-five (25%) percent or more from the estimated amount for that item in Exhibit A, then the County shall determine if there should be a unit price adjustment because of the increases or decreases, provided that the Contractor makes a proper Claim.

6. If the altered or added Unit Price Work is of sufficient magnitude as to require additional time in which to complete the Project, the Contractor shall make a Claim for such additional time, and such time adjustment will be made at the determination of the County, if demonstrated by the Contractor that an extension in Contract Time is appropriate as provided for such a Claim.

7. An increase or decrease in the quantities of Unit Price Work in no way invalidates the Contractor's unit bid price in Exhibit B or Contract Price except as stated in this Section IV, Subsection F. The Contractor shall make no Claim for any loss of anticipated profits or for any other type of damages because of any such alteration or because of any variation between the approximate quantities in Exhibit A and the actual quantities of Work performed. Contractor's sole remedy for an increase in quantities is provided in this Section IV, Subsection F.

8. Contractor may make a Claim for an adjustment in the Contract Price associated with a change in quantities only if:

- a) the quantity of any item (including sub-items of a respective item) of Unit Price Work actually performed by Contractor is more than twenty-five (25%) percent higher from the estimated quantity of such item (including its respective sub-items) indicated in Exhibit A; and
- b) there is no corresponding adjustment with respect to any other item of Work that would offset the monetary amount of such increase; and
- c) Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense and the Parties are unable to agree as to the amount of any such increase; and
- d) Contractor timely makes a Claim for such adjustment and documents the same in accordance with the provisions for making a Claim in this Agreement.

9. County may seek an adjustment in the Contract Price for any unit item if:

- a) the quantity of any item (including sub-items) of Unit Price Work actually performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b) County believes that it is entitled to an increase or decrease in Contract Price as a result of the changed quantities and the Parties are unable to agree as to the amount of any such increase or decrease.

10. The County incorporates herein by reference thereto SCDOT Standard Specification 104.2 only to the extent Contractor's entitlement to compensation for any change in quantity of Unit Price Work, any alteration of Plans, or changes in the character of the Work is not expressly stated in this Contract Form.

G. Out of Scope "Additional" Work.

1. At the request of County, Contractor shall provide other work related to the Project that is not within the scope of the Work provided for in this Agreement ("Additional Work"). No existing Unit Price Work item may be considered to be Additional Work.

2. Scope, costs and fees for Additional Work shall be determined prior to the Contractor starting such Additional Work by either: (1) mutually agreed to in writing as an Addendum or Change Order to this Agreement; (2) or by Change Directive by the County using the formula for compensation allowed for a Claim by the Contractor.

3. The County also may order Additional Work from the Contractor that is not directly specified within the scope of this Agreement or any Exhibit thereto.

4. The County agrees to pay the Contractor for the performance of the Additional Work pursuant to this Agreement in accordance with all terms and conditions as stated herein. If the compensation for the Additional Work is not agreed to by the County and the Contractor, compensation for the Additional Work shall be determined as would be compensation for a Claim by the Contractor as defined in this Agreement.

5. All Additional Work shall be documented by Contractor in a form with sufficient information suitable to the County. The Contractor should be prepared to provide evidence of all charges for Additional Work commensurate with the standard American Institute of Architects Cost-Plus Contract forms.

6. If the Additional Work is not calculated as a Claim at the County's option, invoices for Rate Schedule Work shall be prepared and submitted as follows: Invoices for labor shall indicate the employee's name, classification, and straight time and approved overtime hours.

7. Compensation for Additional Work that is established as an "hourly" "not-to-exceed" amount" will be paid at the billed or "not-to-exceed" amount, whichever is less. If fees and costs do not reach the limit of the "not-to-exceed" amount, the Contractor will not be entitled to receive the remainder of the "not-to-exceed" amount except as otherwise stated herein.

8. The Contractor shall be limited to the lesser of compensation as an Additional Work or compensation as a Claim in the event of a dispute between the Contractor and the County as to the amount of compensation due for any Work performed by the Contractor under this Agreement, and as to the amount of compensation due to Contractor for any work, labor, or equipment provided by the Contractor that conferred a benefit to the County in some way outside of any provision of this Agreement.

V. Inspection and Acceptance

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

B. No review by the County shall be construed as constituting or implying acceptance. Such review shall not relieve the Contractor of the responsibility to correctly perform the Work, nor shall it in any way affect the continuing rights (including warranty rights) of the County after acceptance of the completed Work.

C. The Contractor shall, without charge, correct or re-perform any Work found by the County not to conform to this Agreement's requirements, unless the County consents in writing to accept such Work with an appropriate adjustment in the Contract Price. The Contractor shall promptly remove rejected material from the Work Site.

D. If the Contractor fails to correct or re-perform any Work not found to conform to the Contract requirements within a reasonable period of time after written notice to the Contractor, the County shall have the right to self-perform that Work and charge back the cost to correct or re-perform that Work to the Contractor.

E. Final acceptance of the completed Project will be upon Final Payment to the Contractor and final written acceptance by the County. The workmanship and material warranty period will begin upon this final written acceptance.

VI. Contract Schedule and Time

A. Time for Completion.

1. Time is of the essence for the Contractor's performance of the Work.
2. It is hereby understood and mutually agreed, by and between the Contractor and County, that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed and shall proceed based on the Schedule assigned to the Work in the Contract Documents.
3. The proposed Schedule shall be provided by the Contractor at the Pre-Construction Meeting, or at such earlier time as requested by the County or Engineer, and the County and the Contractor shall agree upon the Schedule. Upon the agreement by the County and the Contractor on the Schedule, the County and the Contractor shall each through their designated representatives sign a printed version of the Schedule and that Schedule shall be considered to be a part of the Contract Documents at Exhibit E. Any change to the Schedule thereafter that affects the Date of Substantial Completion and/or date of Final Completion shall be made by a Change Order and a written copy of the amended Schedule shall be attached to the fully executed Change Order.
4. The Contractor agrees that said Work shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.
5. The Contractor agrees to punctually and diligently perform all parts of the Work at the time scheduled by the Contractor which shall be subject to change by the County as deemed necessary or convenient to the overall progress of the Project. In furtherance of the Schedule, the Contractor agrees that the Contractor will keep itself continually informed of the progress of the job and will, upon its own initiative, confer with the County and the Project Manager so as to plan its Work in coordinated sequence with the Work of the County and of others and so as to be able to expeditiously undertake and perform the Work at the time most beneficial to the entire Project.
6. The Contractor will be liable for any loss, costs, or damages sustained by the County for delays in performing the Work hereunder, other than delays for which the Contractor may be granted an extension of time pursuant to the provisions of the Agreement.

7. If, in the reasonable opinion of the County, the Contractor is not complying with the Schedule or will not meet the date of Final Completion, the County may require the Contractor to provide additional manpower, or work overtime, or expedite materials, and the Contractor shall take the necessary steps to comply, all without increase in Contract Price.

B. Liquidated Damages.

1. If the Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by the County, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay the County the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every Day that Contractor shall be in default after the time stipulated in the Contract for completing the Work.

2. The said amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is agreed to be the amount of damages which the County would sustain and said amount shall be retained from time to time by the County from payments of Contractor's invoices.

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

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

5. County and Contractor agree to liquidated damages for each Day of delay (but not as a penalty) beyond the Substantial Completion Date as follows:

Schedule of Liquidated Damages for Each Day of Overrun in Substantial Completion Date		
Original Contract Price		Daily Charge per Calendar Day at Fixed Rate
From More Than	To and Including	
\$0	\$50,000	\$100.00
\$50,000	\$100,000	\$200.00
\$100,000	\$500,000	\$400.00
\$500,000	\$1,000,000	\$600.00
\$1,000,000	\$2,000,000	\$800.00
\$2,000,000	\$5,000,000	\$1,200.00
\$5,000,000	\$10,000,000	\$1,400.00
\$10,000,000	and greater	\$1,800.00

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

6. **Final Completion Liquidated Damages.** After the Contractor has achieved Substantial Completion, the Contractor shall achieve Final Completion in the time stated in the Contract Documents for Final Completion after Substantial Completion. Should the Contractor fail to achieve Final Completion within the time stated in the Contract Documents for Final Completion after Substantial Completion, the County shall be entitled to liquidated damages for every Day of delay after Contractor's failure to achieve Final Completion. The amount of liquidated damages for each Day after the period by which the Contract Documents require Final Completion to occur after Substantial Completion is ten (10%) percent of the daily liquidated damages amounts provided for in the above Schedule of Liquidated Damages for each Day of overrun in Substantial Completion, but shall in no case be less than One Hundred (\$100.00) Dollars and no/cents per Day.

C. **Substantial Completion.** When Contractor considers the entire Work ready for its intended use Contractor shall notify County and Engineer in writing that the entire Work is Substantially Complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

1. Substantial Completion shall be no sooner than:
 - a) All construction activities for the Project are complete;
 - b) No Unit Price Work items that would require a lane closure are unfinished; and
 - c) All safety features are installed, function and are maintained properly; or
 - d) The date as determined by the Engineer using the criteria in the Standard Specifications, whichever is more onerous on the Contractor in the sole opinion of the Engineer.
2. The Contractor shall provide the Engineer and Project Manager with written notice at least seven (7) Days prior to reaching Substantial Completion that the Contractor expects to be Substantially Complete in seven (7) Days.
3. Promptly after Contractor's notification, County, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

4. If Engineer considers the Work Substantially Complete, Engineer will deliver to County a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of punch-list items (the "Punch List Items") to be completed or corrected before Final Completion. County shall have seven (7) Days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list of Punch List Items. If, after considering such objections, Engineer concludes that the Work is not Substantially Complete, Engineer will, within seven (7) Days after submission of the tentative certificate to County, notify Contractor in writing, stating the reasons therefor. If, after consideration of County's objections, Engineer considers the Work Substantially Complete, Engineer will, within said seven (7) Days, execute and deliver to County and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of Punch List Items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from County.

5. After receipt of the Punch List Items, the Contractor shall have thirty (30) Days to complete the Punch List Items and achieve Final Completion.

6. Upon Contractor's completion of the Punch List Items and the Engineer's approval of such Work, the Engineer shall certify Final Completion.

D. Claims for Additional Time and Related Compensation by Contractor.

1. The Contractor may make a Claim for extensions of time and compensation for the Work only under the following circumstances: if the progress of the Contractor's Work in the critical path of the Schedule is delayed at any time in the commencement or progress of the Work by any event constituting an intentional act or neglect of the County; or by other causes that the County and Contractor may subsequently agree in writing may justify delay ("Excused Delay"), then the Contractor shall be entitled to additional compensation for its actual costs incurred as provided in this Agreement because of the Excused Delay, provided that the Contractor provided written notice of such Excused Delay and the circumstances surrounding it within seven (7) Days after Contractor knows or should know that any event or condition will adversely impact its Work in the critical path, as a condition precedent for any such event being an Excused Delay. The Contractor shall follow the procedures in this Agreement for making a Claim.

2. Weather Delays. "Weather Delays" are generally referred to as "rain days," and shall apply to Days when the Work cannot be undertaken due to adverse weather conditions. Time for hot, cold, and/or windy conditions have been allowed for in the allocated date of Substantial Completion. An average number of rain days are included in the Substantial Completion date determination. This was determined by the following method: Using the National Oceanic and Atmospheric Administration (NOAA) monthly reports, all days in

each month in which rainfall in any part of the day exceeded .10 inch has been calculated and averaged. These averages are as follows: January 8; February 6; March 7; April 5; May 6; June 7, July 8, August 7, September 5, October 4, November 4, December 6. Rain delays, therefore, will only be considered when the number of days in any month in which rainfall, as recorded by the weather bureau as .10 inch or greater, exceeds the number of days shown. Notwithstanding the days shown on the monthly report, time extensions for rain days will only be considered based upon actual conditions at the Project Site. If, in the opinion of the Contractor, adverse weather causes unsuitable conditions that prevent the Contractor from proceeding with the Work at any time during the term of this Contract, the Contractor shall submit written notification to the County within twenty-four (24) hours of the onset of said conditions. Notwithstanding the requirements of Section VIII, the Contractor shall make a Claim for time extension due to rain delays within seven (7) Days of issuance of the NOAA monthly report for the month in which the delay is claimed.

3. Force Majeure. It is further understood that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any losses on account of any delays resulting from any of the foregoing reasons or, without limitation, any reason for delay not under the direct or indirect control of the County, unless agreed to in writing by the County.

a) If the Contractor is delayed at any time in the progress of the Work by causes beyond the control and without the fault or negligence of the Contractor, the Contractor will bear its own additional costs and seek no additional compensation from the County for the Work. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the governmental entities other than the County, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) Weather Delays (any of which are a "Force Majeure Event").

b) Therefore, extensions of time shall be the Contractor's sole remedy for any and all Force Majeure Events. No payment or compensation of any kind shall be made to the Contractor for damages because of a Force Majeure Event, whether such Force Majeure Event be avoidable or unavoidable. The Contractor expressly agrees not to make, and hereby waives any Claim for damages on account of any Force Majeure Event for any cause whatsoever, including but not limited to the aforesaid causes and agrees that the Contractor's sole right and remedy in the case of any delay, obstruction, or hindrance, shall be an extension of the time fixed for completion of the Contract.

c) Without limitation, the County's exercise of its rights under the Section VII, regardless of the extent or number of such changes, shall not under any circumstances be construed as compensable, other than through an extension of time, it being acknowledged that the Contract amount

includes and anticipates any and all delays, hindrances, or obstructions whatsoever from any cause, whether such be avoidable or unavoidable.

4. If Contractor fails to comply with this Section, Contractor shall be deemed to have waived any Claim arising out of or resulting from any such delay, without relieving Contractor of its obligations hereunder.

5. In the event of any Force Majeure Event, the Contractor and the County shall coordinate and cooperate to exchange any information and/or documentation related to any such Force Majeure Event in a manner that minimizes any adverse effect on the Work.

E. "No Excuse Incentive" Completion Date and Waiver of Contractor Claims.

1. This Section VI, Subsection E "No Excuse Incentive" Clause Does _____ Does Not X apply to this Agreement. (Check and Initial Applicable Box.)

2. The County will pay the Contractor a "No Excuse Incentive" if the Work in the Contract is Substantially Complete prior to the "No Excuse Incentive Completion Date," which is the last Day of the Full Contract Term as defined in Section III, and in compliance with the conditions set forth below.

3. As a condition precedent to the Contractor's right to request the No Excuse Incentive, the Contractor may not have made a Claim for an extension of the Schedule or requested an extension of the Schedule for any reason after the Schedule has become part of the Contract Documents.

4. The below paragraphs in this "No Excuse Incentive" Section of this Agreement apply only to the Contractor's eligibility for the No Excuse Incentive and DO NOT APPLY TO ANY OTHER SECTION OF THIS AGREEMENT REGARDING TIME EXTENSIONS, DELAYS, CHANGE ORDERS, OR CLAIMS.

5. When work is deemed Substantially Complete by the Engineer, the Contractor will be paid an incentive based on the values shown in the table below, provided that the Contractor meets the criteria for the incentive:

No Excuse Daily Incentive	Maximum payout of:
\$1,500.00 for each Day Substantial Completion achieved prior to Full Contract Term	\$45,000.00

6. The incentive will be accounted for as a lump sum addition on the Final Payment.

7. The County's intent in including this incentive is to ensure Substantial Completion of the Project by the "No Excuse Incentive Completion Date."

8. The Parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, Work performed, Work deleted, Change Orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the Project to make it functional, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in highway construction work. SUCH DELAYS OR EVENTS AND THEIR POTENTIAL IMPACTS ON PERFORMANCE BY THE CONTRACTOR ARE SPECIFICALLY CONTEMPLATED AND ACKNOWLEDGED BY THE PARTIES IN ENTERING INTO THIS CONTRACT, AND SHALL NOT EXTEND THE "NO EXCUSE INCENTIVE" COMPLETION DATE SET FORTH ABOVE. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's Work to overcome or absorb such delays or events in an effort to complete the Contract by the "No Excuse Incentive" Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance and no Claims can be filed by the Contractor for such costs or impacts if the Contractor intends to request payment of the incentive.

9. In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the County shall agree as to the number of Days to extend the "No Excuse Incentive" Completion Date.

10. In the event the Contractor and County are unable to agree to the number of Days to extend the "No Excuse Incentive" Completion Date, the County shall unilaterally determine the number of Days to extend the "No Excuse Incentive" Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination.

11. The Contractor shall have no rights under the Contract to make any Claim arising out of this "No Excuse Incentive" provision except as is expressly set forth in this Section.

12. As conditions precedent to the Contractor's entitlement to any "No Excuse Incentive" the Contractor must:

- a) Obtain Substantial Completion acceptance by the County, as determined by the Engineer on or before the "No Excuse Incentive" Completion Date.

b) Notify the County in writing, within thirty (30) Days of the final acceptance of the Work by the County, that the Contractor elects to be paid the "No Excuse Incentive" which the Contractor is eligible to be paid based on the actual final acceptance date. SUCH WRITTEN NOTICE SHALL CONSTITUTE A FULL AND COMPLETE WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION BY THE CONTRACTOR OF ANY AND ALL CLAIMS, CAUSES OF ACTION, ISSUES, DEMANDS, DISPUTES, MATTERS OR CONTROVERSIES, OF ANY NATURE OR KIND WHATSOEVER, KNOWN OR UNKNOWN, AGAINST THE COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS AND REPRESENTATIVES, THE CONTRACTOR HAS OR MAY HAVE AS TO WORK PERFORMED, WORK DELETED, CHANGE ORDERS, SUPPLEMENTAL AGREEMENTS, DELAYS, DISRUPTIONS, DIFFERING SITE CONDITIONS, UTILITY CONFLICTS, DESIGN CHANGES OR DEFECTS, TIME EXTENSIONS, EXTRA WORK, RIGHT OF WAY ISSUES, PERMITTING ISSUES, ACTIONS OF SUPPLIERS OR SUBCONTRACTORS OR OTHER CONTRACTORS, ACTIONS BY THIRD PARTIES, SHOP DRAWING APPROVAL PROCESS DELAYS, EXPANSION OF THE PHYSICAL LIMITS OF THE PROJECT TO MAKE IT FUNCTIONAL, WEATHER, WEEKENDS, HOLIDAYS, SUSPENSIONS OF CONTRACTOR'S OPERATIONS, EXTENDED OR UNABSORBED HOME OFFICE OR JOB SITE OVERHEAD, LUMP SUM MAINTENANCE OF TRAFFIC ADJUSTMENTS, LOST PROFITS, PRIME MARK-UP ON SUBCONTRACTOR WORK, ACCELERATION COSTS, ANY AND ALL DIRECT AND INDIRECT COSTS, ANY OTHER ADVERSE IMPACTS, EVENTS, CONDITIONS, CIRCUMSTANCES OR POTENTIAL DAMAGES, ON OR PERTAINING TO, OR AS TO OR ARISING OUT OF THE CONTRACT. THIS WAIVER, RELEASE AND ACKNOWLEDGMENT OF SATISFACTION SHALL BE ALL-INCLUSIVE AND ABSOLUTE, SAVE AND EXCEPT ANY ROUTINE COUNTY FINAL ESTIMATING QUANTITY ADJUSTMENTS.

13. Should the Contractor fail to actually complete the Contract and obtain Substantial Completion by the County as determined by the Engineer on or before the "No Excuse Incentive" Completion Date, or should the Contractor, having done so, fail to timely request the "No Excuse Incentive" for any reason, including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in the immediately preceding paragraph, the Contractor shall have no right to any payment whatsoever under this Section.

VII. Changes

A. Change Orders.

1. A Change Order is a written order to the Contractor signed by the County, issued after execution of the Contract, authorizing a change in the Work or an adjustment to the compensation or Schedule for the Work. The Contract Price and the Schedule (or Contract Time) may be changed only by an executed Change Order. A Change Order signed by the Contractor conclusively indicates its agreement herewith, including that the adjustment in the compensation or the Schedule contained in the Change Order is sufficient to compensate the Contractor for all Claims that Contractor may have outstanding at the time the Change Order is signed by the Contractor.
2. Change Orders shall be submitted on the forms and pursuant to the procedures of the Richland PDT and/or the Project Manager as approved by the County.
3. The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the County, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the County that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

B. Use of Change Order. The County, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, including the addition or deletion of the Work or parts thereof. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

C. Change Directive. The County has the right to modify this Contract when the modification is in the best interest of the County. If the County and the Contractor cannot agree on the Change Order, the County shall issue a Change Directive directing the Contractor to either not perform Work or to perform Additional Work. In the event of no agreement on the cost of the Change Directive, the Contractor shall be compensated for such Additional Work as provided in the Contract Documents for a Claim.

D. Cost of Change. The cost or credit to the County resulting from a change in the Work or a Claim shall be determined in one or more of the following ways:

1. By mutual acceptance of a negotiated lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By cost to be determined in a manner agreed upon by the Parties and a mutually acceptable fixed or percentage fee (as provided in the Contract Documents, if applicable);

3. By Unit Price Work item if specified in the Contract Documents; or
4. If there is no agreement between the County and the Contractor as the method to select to determine the cost of additional compensation to the Contractor for subsections D.1 and D.2, by the method provided to calculate a Claim.

E. Disputed Change or Claim. If none of the methods set forth in Section D. 1 or 2 above are agreed upon for Additional Work, the Contractor, provided it receives a written order signed by the County as a Change Directive, shall promptly proceed with the Additional Work involved. The cost of such Additional Work shall then be determined as provided in Sections D, F, G, H, and I. The cost of a Change Order or Change Directive shall include all costs directly related to the change, and the Contractor shall itemize these costs and provide appropriate supporting data as may be necessary to establish correctness as provided for in the Contract Documents.

F. Restrictions on Recoverable Damages. Only the following items may be recovered by the Contractor with respect to Excused Delay Claims or other Claims. These costs are the exclusive remedy for the Contractor for a Claim. The County has no liability for damages beyond the following items:

1. Additional job site labor expenses.
2. Documented additional costs for materials.
3. Equipment costs, as determined in accordance with this subsection.
4. Documented costs of extended job site overhead.
5. An additional ten (10%) percent of the total of sub-items 1, 2, 3, and 4 above, for home office overhead and profit; however, this amount will not exceed the anticipated margin for home office overhead and profit provided for in the Contractor's original bid. Additionally, home office overhead margins paid to the Contractor included in Change Orders are considered as partial or final compensation for these costs.
6. Bond costs.
7. Subcontractor costs determined by and limited to those items identified as payable under sub-items 1, 2, 3, 4, 5, and 6 above.

G. Non-Recoverable Damages. The parties agree that, in any Claim for damages by the Contractor, the County has no liability for the following items of damages or expense:

1. Profit in excess of that provided in sub-item 5 of Section F above.
2. Loss of profit.

3. Labor inefficiencies.
4. Home office overhead in excess of that provided in sub-item 5 of Section F above.
5. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, and insolvency.
6. Interest and any other indirect costs or expenses of any nature other than those allowable under sub-item 4 of Section F above.
7. Attorneys' fees, claims preparation expenses, or costs of litigation.
8. Prejudgment interest on any amounts the Contractor may be found to be entitled for any Claim.

H. Computation of Extra Equipment Costs. For purposes of computing extra equipment costs for any Claim by the Contractor, rates used are based on the Contractor's actual costs for each piece of equipment. These rates must be supported by equipment cost records furnished by the Contractor. Equipment rates will not be allowed in excess eighty (80%) percent of those in the *Rental Rate Blue Book* with the appropriate adjustments noted herein. The stand-by rate is twenty-five (25%) percent of the operating rate.

I. Labor Rates. Labor rates for any Change Order or Claim not otherwise agreed to by the parties shall be computed in accordance with the United States Government's General Decision Number SC140042 01/03/2014 SC42.

J. No Course of Dealing. No agreement by County to a particular Change Order submitted by Contractor shall be construed to establish a course of dealing between County and Contractor regarding labor or equipment rates, or any other costs. The failure of County to insist that Contractor satisfy any requirements for Change Order requests, including but not limited to the written notice requirements, shall in no way constitute a waiver of the County to insist that Contractor later satisfy such requirements or satisfy such requirements for subsequent Change Order requests.

VIII. Claims

A. Claim.

1. A "Claim" is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of the Contract Documents, Agreement terms, the payment of money, time or other relief or resolution of issues with respect to the Contract or Contract Documents. The term "Claim" also includes any other disputes or matters in question between County and Contractor arising out of or relating to the Agreement, the relationship of the County and the Contractor arising out of the Agreement, and including any Claim the Contractor may make related in any way to any act or omission of a third party. If the Contractor suffers injury or damage to person or property because of an act or

omission of the County, the Project Manager, the Engineer, or any of their respective employees or agents, or of others for whose acts such Party is legally liable, the Contractor must make a Claim for such injury and/or damages as provided in this Section.

2. Claims by the Contractor must be initiated by written notice or they are waived.

B. Notice of Claim. The Contractor acknowledges the prejudice to the County as a result of any attempted assertion by the Contractor of Claims except as specifically permitted herein in the precise manner and strictly within the time limits established herein. Claims by the Contractor must be initiated in writing (the "Initial Notice") within seven (7) Days after the occurrence of the event giving rise to such Claim or the claim is waived. Claims must be initiated by written notice as provided in this Section to the County detailing the anticipated type and amount of impact in time and/or money of the event or condition. Within seven (7) Days after the conclusion of the event giving rise to such Claim, the Contractor shall give the County a "Final Notice" of the alleged impact on the Contractor in time and money. No additional Claim by a Contractor for the same subject matter may be made after the Final Notice for the Claim has been submitted or after the time for submission of the Final Notice has expired. The notice requirement in this Section shall be an express condition precedent to the Contractor's right to recover under any Claim.

1. Claims by the Contractor must be made in writing. The Final Notice of any Claim must contain at least all of the following:

- (a) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and architectural or engineering basis of the Claim;
- (b) if the Claim alleges delay to the critical path, the Claim must include the precise number of Days of delay claimed and all alleged impacts on the Work; and, after giving the County notice of intention to file a Claim for delay damages, the Contractor shall keep separate daily records of all labor, material, and equipment costs incurred for operations affected by the delay. The daily records must identify each operation affected by the delay. On a monthly basis after giving notice of intention to file a Claim for delay, the Contractor shall prepare and submit to the County's representative, written reports providing the following information: (i) Potential effect to the Schedule caused by the delay, (ii) Identification of all operations that the Contractor claims have been delayed, or will be delayed, (iii) Explanation of how the County's act or omission delayed each operation and an estimation of how much time is required to complete the project, and (iv) Itemization of all extra costs incurred, including: (1) An explanation as to how these extra costs relate to the delay and

complete details of the Contractor's method of measurements, calculations, and resultant quantifications; (2) Identification of all project employees for whom the Contractor seeks additional compensation, and (3) Identification by make, model, and manufacturer's number of all items of equipment for which the Contractor seeks additional compensation.

- (c) if the Claim alleges acceleration or constructive acceleration of the Work, the Claim must demonstrate the benefits that have been achieved by the acceleration. No Claims for acceleration for Work that is not on the critical path shall be permitted. Claims for additional compensation or time for alleged acceleration shall be limited as provided in the Contract Documents; and
- (d) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

2. Within seven (7) Days after the Initial Notice, or after the conclusion of the event giving rise to the Claim, whichever is later, the Contractor shall provide the Final Notice to the County. The Contractor's failure to provide the Final Notice within seven (7) Days after the Initial Notice or after the conclusion of the event giving rise to the Claim shall constitute a waiver of the Claim against the County. Any waiver by the County of the notice requirements for the Initial Notice or the Final Notice for a Claim, event, or occurrence shall not constitute a waiver of these notice requirements for any other Claim, event, or occurrence. All information required in the Final Notice must be submitted within the time limits established herein.

C. Continued Work. Pending final resolution of a Claim, except as otherwise agreed in writing or in the Contract Documents, Contractor shall proceed diligently with performance of the Work and County shall continue to make undisputed payments in accordance with the Contract Documents. The making of any payment by County shall not constitute a waiver of any Claims by County or an acknowledgement by County that Contractor is entitled to additional time or money. The failure of Contractor to continue to proceed with the Work during the pendency of the Claim shall be a material breach of this Agreement.

D. Audit of Claims. The County may perform an audit of the Contractor's records when the Contractor makes a Claim under the same manner and terms as provided for in SCDOT Standard Specification 105.16.9.

IX. Termination and Suspension

A. Termination for Cause.

1. The County may cancel the Agreement in whole or in part for cause in the case of the Contractor's material breach of this Agreement, default of its obligations under this Agreement, negligence or other basis for termination for cause as may be stated in the Agreement.

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

3. If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the United States Bankruptcy Code or any similar or applicable federal or state laws; or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) Days from the date of said filing; or if the Contractor admits in writing its inability to pay its debts generally as they become due; or if it takes a general assignment for the benefit of his creditors; or if a receiver, liquidator, trustee or assignee is appointed on account of its bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if it repeatedly fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper material for the Work; or if it submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if it fails without justification to make Prompt Payment to subcontractors or for material or labor or otherwise breaches its obligations under any subcontract with a subcontractor; or if a mechanic's or materialman's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the County; or if the Contractor repeatedly disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental or private jurisdiction of the Work or the site of the Project; or if it otherwise is guilty of a material breach of any provision of the Contract Documents without prejudice to any right or remedy available to the County under the Contract Documents or at law or in equity, may terminate this Agreement with cause. If requested by the County, the Contractor shall remove any part or all of its equipment, machinery and supplies for the site of any Project within seven (7) Days from the date of such request, and in the event of the Contractor's failure to do so, the County shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense.

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

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

B. Termination Without Cause (for Convenience).

1. The County at its sole option and discretion shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving written notice to the Contractor.

a) If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually accomplished up to the date of termination.

b) Upon receipt of a termination for convenience notice, Contractor shall immediately discontinue Work on the date and to the extent specified in said notice.

c) There will be no additional costs to the County from the Contractor or any other party upon the County's termination for convenience, other than for Work already performed satisfactorily before the date of termination of this Agreement and accepted by the County. The Contractor will not be entitled to recover any other damages in connection with a termination for convenience, including but not limited to consequential, incidental, exemplary, special, punitive, statutory, direct, indirect, or lost profits.

2. The County, by written notice, may terminate this Contract in whole or in part in the event that sufficient appropriation of funds from any source (whether a federal, state, County or other source) are not made or sufficient funds are otherwise unavailable, in either case, to pay the charges under this Contract. If this Contract is so terminated, the Contractor shall be compensated for all necessary and reasonable direct costs of performing the Work actually provided to the date of such termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits.

C. Effect of Termination.

1. If this Agreement is terminated or terminates for any reason, re-producible copies of all finished or unfinished work related to any Work, including without limitation, documents, data, analysis, calculations, studies, maps, photographs,

reports, produced or prepared by Contractor, or in Contractor's possession shall be supplied to County and shall become the property of County.

2. If this Agreement is terminated or terminates for any reason, all subcontracts of the Contractor for Work rendered or to be rendered pursuant to this Agreement are deemed assigned to the County or the County's designee, except that the County or the County's designee may determine in their sole discretion not to accept assignment of any subcontract.

D. Suspension of the Work. The County may order, in writing, a suspension of the Work ("Suspension of the Work") in whole or in part for such time as it deems necessary. The County may order the Contractor to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the County. The County may suspend performance of its obligations under this Contract in good faith for the convenience of the County or to investigate matters arising in the Work.

1. In the event of an unexcused failure of the Contractor to comply with any of the requirements of this Agreement, the Agreement's completion date shall not be extended on account of any such Suspension of the Work and the Contractor shall not be entitled to any compensation or time extension for any delay while the Contractor is attempting to cure any failure to comply with the Agreement.

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

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

X. Insurance Requirements

A. Unless the County otherwise directs at any time during the Project, the Contractor shall be responsible for the insurance coverages below and make provisions to have similar insurance in its subcontracts.

B. Within five (5) business days of receipt of Notice to Proceed, Contractor shall provide the County a Certificate of Insurance with all insurance required by the State of South Carolina and minimally the below insurance with companies having an A.M. Best Rating of A-, VII or higher.

1. Each certificate shall state it applies to work by or on behalf of the insured. Contractor and its insurers shall provide County thirty (30) Days written notice of any cancelation, non-renewal or reduction in coverage.

C. Contractor must have comparable insurance requirements for any of its subcontractors or insure them under Contractor's policies, unless waived in writing by the County.

D. A breach of any insurance requirement shall be material.

E. All such insurance shall be at Contractor's expense and be maintained throughout the term of this Agreement. Contractor shall provide County certificates throughout the term of this Agreement. The Contractor shall procure insurance policies for the requirements herein. The policies shall name the County as an additional insured under the Commercial General Liability and Business Auto Liability policies. Any Umbrella/Excess Liability policy provided to meet the required general liability and auto liability limits must follow form with all primary policy coverages.

F. Commercial General Liability Insurance

1. Commercial General Liability policy on an occurrence basis with limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, property damage and personal injury and \$2,000,000 products & completed operations aggregate. The policy shall also include:

2. Contractual liability for the tort liability of another party assumed in an "insured contract".

3. Waiver of subrogation against the County, its officials, agents, employees, leased and temporary employees and volunteers.

4. The County, its official, agents, employees, temporary and leased workers as additional insureds by the unmodified latest ISO endorsement CG 20 10.

5. A provision that it is primary coverage over all other insurance or self-insurance even if the policy asserts it is excess, secondary or contingent.

6. Severability of interest.

7. An electronic liability endorsement (CG 04 37 or similar as approved by the County).

8. Products-completed operations liability coverage extending at least two years beyond completion of each separate Project.

9. Include coverage for explosion, collapse and underground hazards.

10. Completed operations coverage extending at least two years beyond the completion date of the Work.

G. Business Auto Coverage. Business Auto Coverage Form with a combined single limit for bodily injury and property damage of \$1,000,000 per accident. Physical damage coverage is at the option of the Contractor. The policy shall also include:

1. Contractual liability;
2. The County, its officials, agents, employees, temporary and leased workers, and volunteers are included as additional insureds.
3. A provision the policy is primary and non-contributory to all other insurance or self-insurance maintained by any additional insured.
4. A waiver of subrogation against the County, its officials, employees, leased and temporary employees, and volunteers.

H. The Contractor shall require its employees and anyone working on its behalf to provide evidence acceptable to the County of auto liability coverage. The policy shall cover owned, hired and non-owned vehicles.

I. Worker's Compensation and Employer's Liability Insurance. The Contractor shall provide worker's compensation and employer's liability in accordance with the laws of the State of South Carolina (other state's coverage is not sufficient.) Employer's liability limits shall not be less than \$500,000/\$500,000/\$500,000. The policy shall contain a waiver of subrogation against the County, its officials, employees, temporary and leased workers, and volunteers.

J. Certificate of Liability Coverage. The certificate of liability coverage shall verify compliance with the preceding requirements.

K. Cancellation, Non-renewal, Material Change or Reduction in Coverage. The Contractor shall provide the County with a minimum of thirty (30) Days prior written notice, except ten (10) Days for non-payment of premium, of any cancellation, non-renewal, reduction in coverage or any other material change in the required policies. Each certificate must state that the insurance applies to work performed by or on behalf of the Contractor.

XI. Cleanup Work

A. During progress of Work, Contractor will keep the Work Site and affected adjacent areas cleaned up. The Contractor will remove all rubbish, surplus materials, surplus excavated materials, and unneeded construction equipment so that the Work Site will be inconvenienced as little as possible.

B. Where materials or debris have washed or flowed into or have been placed in existing watercourses, ditches, gutters, drains, pipes, or structures by Work done under this Contract, the Contractor will remove and dispose of such material or debris during the progress of the Work.

C. Upon completion of Work, the Contractor will leave all ditches, channels, drains, pipes, structures and work, etc. in a clean and neat condition.

D. The Contractor will remove all debris from any grounds that have been occupied by the Contractor and leave the roads and all parts of the Work Site and adjacent sites affected by the Contractor's operations in a neat and satisfactory condition.

E. The Contractor will restore or replace any public or private property damaged by the Contractor's Work, equipment or employees to a condition at least equal to that existing immediately prior to the beginning of the operations.

XII. General Provisions.

A. Indemnification.

1. The Contractor, as part of its duty of indemnification, shall defend and hold harmless the County, its agents, and representatives, including but not limited to its Project Manager and its Engineer, from any costs arising out of the prosecution or defense of any action arising out of the Contractor's performance under this Agreement, to the extent the claim was due to the negligent acts, omissions, or wrongdoing of the Contractor in administering or performing this Agreement. The Contractor shall indemnify, save harmless, and defend the County, its officers, agents, and employees against all liability, claims, fines, penalties, and costs of whatsoever kind and nature for any losses, injury, or death to any person or persons or from loss or damage to any property occurring in connection with or in any way incident to or arising out of or in any way connected with the Work and/or performance pursuant to this Agreement, to the extent resulting in whole or in part from the negligent acts or omissions of the Contractor, its officers, agents, employees, or other representatives, with respect to the administration of this Agreement.

2. The Contractor agrees to notify the County of any claims asserted or brought against the Contractor arising from this Agreement which may potentially expose the County to liability and to coordinate with the County on any issues of governmental or public interest or concern.

3. The Contractor shall notify the County and the Project Manager of the filing of any litigation or arbitration arising from this Agreement. In the event of participation by the County in the defense of any claim, which shall be solely at the discretion of the County, the County shall be responsible for its own attorney's fees, costs, and other expenses. The Contractor will not settle any claims arising hereunder without the express written prior permission of the County.

4. The Contractor may control the defense of any litigation arising under this paragraph and all related settlement negotiations, unless the County is a party.

5. The Contractor further agrees that in the event it is requested to produce in any litigation any confidential document or information referring or relating to the County, it shall not, where possible, produce the requested material before it has notified the County and the Project Manager and provided the County a reasonable opportunity to appear and object to the production of the County's confidential material.

6. Where applicable, all requirements of the Contractor regarding indemnification set forth in this section shall be imposed on all subcontractors, requiring the subcontractors to defend and indemnify the County in like fashion.

7. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

B. Applicable Laws.

1. By signing a bid, the Contractor certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of South Carolina Code of Laws (1976, as amended), and agrees to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to the Contractor and its subcontractors or sub-subcontractors; or (b) that the Contractor and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14.

a) 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."

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

2. The Contractor and its subcontractors will comply with all applicable federal, state, and local laws and regulations, including but not limited to:

a) Americans with Disabilities Act (ADA);

b) Anti-Kickback Act of 1986;

- c) Contract Work Hours and Safety Standards Act;
- d) Department of Health and Environmental Control (DHEC);
- e) The South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., S.C. Code of Laws (1976, as amended). The County requires all Contractors executing contracts to sign a Drug-free Workplace Certification form prior to the issuance of the Notice to Proceed;
- f) Eligibility for employment under United States immigration laws;
- g) Employment Eligibility Verification: prescribes policies and procedures requiring contractors to utilize the Department of Homeland Security (DHS), United States Citizenship and Immigration Service's employment eligibility verification program (E-Verify) as the means for verifying employment eligibility of certain employees;
- h) Employment of Workers with Disabilities;
- i) Equal Employment Opportunity;
- j) Environmental Protection Agency (EPA) regulations;
- k) Fair Labor Standards Act (FLSA);
- l) Governmental price regulations/orders (as required by law, the Contractor will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project;
- m) Maximum hours and minimum wages;
- n) Nondiscrimination because of age;
- o) Occupational Safety and Health Administration (OSHA) (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- p) Statutes regarding qualification to do business;
- q) Statutes prohibiting employment discrimination;
- r) Walsh-Healey Public Contracts Act; and
- s) The "Prompt Payment Requirements" of the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing.
- t) Contractor further represents and warrants that it will comply with the County's Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances.

(1) As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination.

(2) The Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace.

(3) Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding the Contractor's compliance with the Commercial Nondiscrimination Ordinance.

(4) The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Contractor from participating in County contracts, or other sanctions.

(5) This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Contractor shall include this clause in any subcontracts which it may enter in the performance of this Agreement.

The Contractor shall be responsible for compliance with any such above-stated law, ordinance, rule or regulation, and shall hold the County harmless and indemnify same in the event of non-compliance as set forth in the Contract.

C. Governing Law/Disputes.

1. Notwithstanding any other provision of this Agreement, all disputes, claims, or controversies where the County is a party arising out of or relating to this Agreement shall be resolved only in the Court of Common Pleas for Richland County, South Carolina, to the exclusion of all other courts.

2. This provision applies to the Contractor and to any dispute, claim or controversy any person or entity in the chain of privity with the Contractor for the execution of the Work.

3. The Contractor agrees that any act by the County regarding the Agreement is not a waiver of the County's right to sovereign immunity under state law, to the extent any such immunity exists.

4. The Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any dispute, claim, or controversy relating to this Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on the Contractor by certified mail (return receipt requested) addressed to the Contractor at the address provided as the notice address in this Agreement or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given on the date shown on the return receipt.

5. The Agreement shall be construed under the laws of the State of South Carolina.

D. Permits and Licenses.

1. The Contractor shall, without additional expense to the County, be responsible for obtaining and maintaining in force at all times any necessary licenses and permits required and issued by a municipality or the County for conducting business. The Contractor is responsible at all times for obtaining applicable work permits and licenses from the County's Building Inspection and Business License Departments. Contractor's license number, person's name, and business name must all be shown on all required licenses.

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

E. Safety, Health, and Security Precautions. The following provisions are in addition to those pertinent sections contained in the Standard Specifications.

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

a) Employees on the Work Site and other persons who may be affected thereby; and

b) The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and

c) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

3. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting and maintaining danger signs and other warnings against hazards as long as such hazards exist. The Contractor shall also promulgate safety regulations and notify owners and users of adjacent sites and utilities of all construction and related activities.

4. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

5. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible except damage or loss attributable to acts or omissions of the County or anyone directly or indirectly employed by it, or by anyone for whose acts the County may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 24, Indemnification, herein.

6. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the County.

7. The Contractor shall not load or permit any part of the construction or Work Site to be loaded so as to endanger its safety.

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

F. Contractor's Record Keeping Duties and FOIA.

1. The Contractor shall maintain copies of all of contracts, drawings, specifications, addenda, Change Orders and other modifications arising out of the

Work, in good order and marked currently to record all field changes made during construction, and, in addition, approved shop drawings, product data, samples, and other similar required submittals must be maintained at the job site. These shall be available to the County.

2. Contractor shall keep full and detailed accounts and records and exercise such controls as may be necessary for proper financial and record management under this Agreement, and the accounting and control systems shall be satisfactory to County. County and County's accountants, lawyers and consultants shall be afforded access to and shall be permitted to audit and copy Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and Contractor shall preserve these for a period of three years after Final Payment, or for such longer period as may be required by law. County shall have the right to access all such records at any time after seven (7) Days written notice.

3. All financial records shall be maintained in accordance with generally accepted accounting procedures, consistently applied. Subcontractors retained by Contractor shall have the same obligations to retain records and permit audits as required of Contractor.

4. If any inspection by County, or its representatives, of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other data relating to the Contract Documents reveals an overcharge, County may deduct said overcharge from any payments due Contractor, or, if no funds remain due to Contractor, Contractor shall, within seven (7) calendar Days of receipt of such written demand for repayment, tender the amount of such overpayment to County or otherwise resolve the demand for repayment to County's satisfaction.

5. Contractor shall maintain an accurate record of all aspects of the Work, including all costs and expenses related to the Work. County may, at its sole discretion, from time to time (whether before or after Final Completion of the Work or termination of this Agreement) elect to have an inspection or audit conducted to verify compliance with the Agreement or to verify the cost of the Work through the date of the last Application for Payment. Any such inspection and/or audit shall be at least as comprehensive as would be allowed under the South Carolina Rules of Civil Procedure. If County so elects, it shall give notice to Contractor and such inspection or audit shall be conducted as soon as is reasonably feasible thereafter so as not to unreasonably delay further progress payments to Contractor as permitted by the Contract Documents, but in no event no later than seven (7) Days from the date of the notice. Such inspection or audit shall be conducted by the County, or by an accountant, lawyer, auditor, or other reviewer or consultant selected by the County, or any number of them in any combination, and County shall, except as hereinafter provided, pay the cost of such audit. Contractor agrees to cooperate with County, and/or its accountant,

lawyer, auditor, or other reviewer or consultant, and make available for examination at its home and/or Project office all of its books, records, correspondence, and other documents deemed necessary by such accountant, lawyer, auditor, or other reviewer or consultant to conduct such review.

6. In addition to any duties of Contractor as stated herein, the Contractor agrees to maintain for three (3) years from the date of Final Payment for all Work under this Agreement, or until all other pending matters are closed under this Agreement, whichever is later, all books, documents, papers, and records, digital or otherwise, pertinent to this Agreement. The Contractor agrees to provide to the County, any federal grantor agency, the Comptroller General of the United States, any state grantor agency, any assignee, or any of their duly authorized representative(s) reasonable access to such books, documents, papers, and records for the purpose of examining, auditing, and copying them. The Contractor further agrees to include these provisions in any subcontracts issued by it in connection with this Agreement. The Contractor shall provide a copy of all digital records within sixty (60) Days after Final Payment. The Contractor must provide for a secure back up of digital records during the course of this Agreement.

7. During the retention period, County shall be granted access to those documents upon reasonable notice. At any time during the period, County shall have the option of taking custody of the documents. Contractor shall consult with County before disposing of any documents maintained pursuant to this Section, including but not limited to documents as to which the three-year retention period has expired. In the event of termination of this Agreement for any reason, all documents required to be maintained pursuant to this Section shall be turned over to County within six months of such termination.

8. Freedom of Information Act.

a) In the event of any Freedom of Information Act ("FOIA") requests for documents or other information in Contractor's possession, Contractor shall make such documents or information available as directed by County. If the requested documents or information originated from Contractor or its subcontractors or consultants, Contractor shall advise County whether Contractor believes any such documents should be exempt from disclosure. However, subject to the provisions below, the County shall have the right to determine if any documents must be disclosed under the FOIA.

b) The County recognizes that the Contractor may consider certain documents as confidential and proprietary and not subject to FOIA. If the Contractor refuses to disclose any documents related to Contractor's Work pursuant to a FOIA request and as requested by the County, the Contractor shall defend, hold harmless and indemnify the County from and for any legal proceeding brought against the County alleging any breach of the

FOIA because of any documents the Contractor does not agree should be produced by the County pursuant to the FOIA.

G. No Gratuities or Kickbacks.

1. Contractor understands and accepts that the County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Contractor, its employees, officers, subcontractors, and consultants shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the County.

2. Violation of this Subsection is reason for immediate termination for cause by the County as provided for herein.

H. Subcontractors.

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

2. The Contractor shall provide the County a list of its subcontractors and their respective anticipated portions of subcontracted Work with subcontract amounts. Should the subcontractors change, the Contractor shall provide an updated list to the County.

3. The Contractor shall enforce strict discipline and good order among its employees and other persons carrying out the performance of the Agreement. The Contractor shall employ and maintain only competent, qualified supervisory personnel for the performance of this Agreement.

4. Key supervisory personnel assigned by the Contractor to the Work are as follows:

a) Scott Wolff Proj. Mgr.

5. So long as the individual named above remains actively employed or retained by the Contractor or its subcontractors or subconsultants, they shall perform the functions indicated next to their names unless the County otherwise agrees in writing.

6. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Section as though such individuals had been listed above.

7. Notices given to the persons listed above, or their successors, will constitute sufficient notice to bind the Contractor.

8. If at any time the County reasonably determines that any employee of the Contractor is not properly performing the Work in the best interest of the Project, is hindering the progress of the Work, or is otherwise objectionable, the County shall so notify the Contractor, which shall replace the employee as soon as possible at no increased cost to the County.

I. Successors and Assigns.

1. This Agreement shall be for the benefit of, and be binding upon, the respective successors and assigns, if any, of the County and the Contractor, except that unless expressly stated in this paragraph, nothing contained herein shall be construed to permit any attempted assignment or unauthorized assignment without the express written permission of the Parties.

2. Except as expressly may otherwise be stated, this Agreement or its provisions may not be assigned, sublet, or transferred without the written consent of the Parties.

3. The Contractor shall provide written notification to the County of any contemplated sale, transfer, or any other action that would result in a transfer of this Agreement in whole or in part to another company or entity, or that could eventually result in the transfer of any duties or requirements of this Agreement to another company or entity. This notification shall be received by the County not less than forty-five (45) Days prior to any action which would result in said transfer and shall describe, in detail, the actions contemplated by the Contractor.

4. In such case, the County reserves the right to enter into direct negotiations with the party to whom Contractor's ownership interest is being transferred for purposes of clarification or renegotiation of the terms and conditions of this Agreement.

J. Notices. The primary point of contact for the County shall be the Director of Transportation. All notices pertaining to this Agreement shall be in writing and shall be sufficient when sent registered or certified mail (or email if agreed to by the Parties) and addressed as follows:

For the County:

Richland County
Attention: Rob Perry, Director of Transportation
2020 Hampton St.
Columbia, SC, 29204

For the Contractor:

McClam & Associates, Inc.
1642 Holy Trinity Church Rd.
Little Mountain, SC 29075

K. Severance/Survival. Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Agreement as a whole, invalid, provided the general purposes and intent of this Agreement are not materially affected. Any terms which, by their nature, should survive the suspension, termination, or expiration hereof shall be deemed to so survive.

L. Entire Agreement/Construction. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior and contemporaneous written and oral agreements between the Parties and their predecessors in interest regarding the subject matter of this Agreement. This Agreement may not be changed, altered, amended, modified, or terminated orally, and any such change, alteration, amendment, or modification must be in writing and executed by the Parties hereto. The Parties acknowledge that each has participated fully in negotiations regarding the terms and conditions of this Agreement. Therefore, should any ambiguities or differences over interpretation arise, neither Party will be deemed to be the drafting party against which any such ambiguity or difference should be construed.

M. Non-Waiver. Any waiver of any default by either party to this Agreement shall not constitute waiver of any subsequent default, nor shall it operate to require either party to waive, or entitle either party to a waiver of, any subsequent default hereunder.

N. Ownership.

1. All materials of the County, including but not limited to the County's proprietary software and materials, the proprietary system software, all original data, spatial data, spatial data plans, drawings, images, material, documentation (including electronic files or documents), and application software generated and prepared by or exclusively for the County pursuant to this Agreement shall belong to the County. The Contractor shall not sell, give, loan, or in any other way provide such to another person or organization, or otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this Agreement, without the written consent of the Contracting Officer identified in the RFP, or the Richland County Director of Transportation.

2. Any external requests to procure these data or materials must be forwarded to the County.

O. Obligations Under Other Agreements.

1. The County shall have the right to perform or have performed similar or such other work as it may desire while the Contractor is performing Work required by this Agreement. The Contractor shall perform the Work in a manner that enables completion of other work performed by the County or on the County's behalf without hindrance or interference (or shall properly connect and coordinate the Work with the work of others when required).

2. Should the Contractor believe that its performance of the Work was interfered with, stopped, or otherwise disrupted by the acts or omissions of such other contractors, the Contractor shall notify the County immediately, and if the Contractor asserts that it has been harmed by such acts of another contractor, Contractor shall make a Claim as provided in this Agreement.

P. Warranty.

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

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

3. All equipment, materials and articles incorporated in the Work covered by the Contract and supplied by the Contractor are to meet the Standard Specifications, unless otherwise stated herein. Unless otherwise specifically provided in this Contract, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor shall furnish to the Richland PDT and/or Project Manager for approval, the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment that the Contractor contemplates incorporating in the Work. When required by this Contract or when called for by the Richland PDT and/or Project Manager, the Contractor shall provide full information concerning the material or articles which he contemplates incorporating in the Work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles installed or used without the required prior approval of the Richland PDT and/or Project Manager shall be at the risk of subsequent rejection by the County.

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

5. The County may, in writing, require the Contractor to remove from the Work Site any employee the County deems incompetent, careless or otherwise objectionable.

6. In addition to any manufacturer's warranties, all workmanship and materials are warranted to be free from defects for a period of twelve (12) months after the date of Final Payment by the County.

Q. State and Local Taxes.

1. Except if otherwise provided, Agreement prices shall include all applicable state and local taxes. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to S.C. Code Ann. §§ 12-8-540 and -550 for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the County receives an executed SCDOR Form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease. The Contractor shall calculate that portion of the contract which is subject to the six percent (6.0%) South Carolina sales and/or use tax plus applicable County local sales tax, which amounts shall be itemized and shown on all invoices, and shall be paid to the SCDOR by the Contractor.

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

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

R. Governmental Entity Bonding Requirements

1. The Contractor shall provide and maintain, until the expiration of all warranty periods provided herein, payment and performance bonds in one hundred percent (100%) of the Contract Price, inclusive of Change Orders.

2. The Contractor's surety by issuing payment and performance bond pursuant to this Agreement agrees to the amendment of this Agreement to include other such Work, Additional Work, Change Orders, and Claims and waive prior notice of same.

3. Should at any time the State of South Carolina or the federal government require a higher or greater amount for a bond than 100% of the Contract Price

before the Effective Date of this Agreement, the Contractor shall procure such bonds as required by law.

4. The surety issuing the bonds for the Contractor is subject to the approval of the County, but the County does not undertake to assume any obligation with regard to the choice of Contractor's surety.

XIII. The Contract Documents.

A. Exhibit Numbers. The Parties agree that the Agreement shall include the following exhibits, which are incorporated herein by reference:

1. **Exhibit A** The County's Invitation for Bids: Bid No. PDT 290-IFB-2016 (Not attached but incorporated herein by reference thereto.) This Invitation for Bids No. PDT 290-IFB-2016 is called in this Agreement "the Invitation For Bids."

2. **Exhibit B** Contractor's Response to Bid No. PDT 290-IFB-2016 including its Bid Bond (Not attached but incorporated herein by reference thereto.)

3. **Exhibit C** SCDOT Standard Specifications for Highway Construction, 2007 Edition, including the all SCDOT Supplements to the Standard Specifications issued up to the date of this Agreement, and County's standard supplements to the Standard Specifications issued up to the date of this Agreement (not attached but incorporated herein by reference thereto).

4. **Exhibit D** The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto:

- a) Notice to Proceed;
- b) Performance Bond;
- c) Payment Bond;
- d) Written Amendments;
- e) Work Change Directive(s);
- f) Change Order(s); and
- g) the Schedule.

B. Order of Precedence. This Agreement, including the Exhibits listed above, are collectively called in this Agreement "the Contract Documents" and form the entire Agreement between the Parties, superseding all prior negotiations, representations, or agreements, whether written or oral. The Contract Documents are intended to supplement

and complement each other and shall, where possible, be thus interpreted. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed a requirement in all documents. If, however, any provision of the Agreement conflicts with another provision of the Agreement, or if there is a discrepancy or inconsistency among any of the Contract Documents, the following rules of interpretation shall control:

1. As between the Contract Form and any of the other Contract Documents (including the Invitation For Bids and the contract terms and conditions included therein), the Contract Form shall govern.

2. As between the Invitation For Bids and the Standards Specifications, the Invitation For Bids shall govern, including all Supplemental Specifications and Addenda issued by the County as part of the Invitation For Bids.

3. In the event of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the Contractor shall notify the County immediately upon discovery of same, and the County will notify the Contractor of the resolution.

C. Ambiguity Savings Clause. Absent a clear conflict, discrepancy, or inconsistency in the Contract Documents not governed by the Order of Precedence language above, which results in an ambiguity in the Contract Documents, in the event of a conflict, discrepancy, or inconsistency among the Contract Documents, the more onerous of such provisions to perform by the Contractor shall be deemed controlling unless the County in its sole discretion determines otherwise.

D. Degree of Application: County. Although the Standards Specifications are part of the Contract Documents, the County does not undertake any obligation of the SCDOT as stated in the Standard Specifications for any action unless the County expressly agrees to do so in writing in another Contract Document.

E. Degree of Application: Contractor. Should there be a conflict between any provision of any Contract Document that is not determined by the Order of Precedence at Section B above, the Contractor will be assumed to have agreed to the more onerous obligation or duty between or among the conflicting terms.

[SIGNATURES NEXT PAGE]

NOW, THEREFORE, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Agreement is entered into Under Seal as of the Effective Date of January 11 2017

WITNESS:

Abigail C. Myers

RICHLAND COUNTY, SOUTH CAROLINA

By: [Signature] (L.S.)

Its: County Administrator

Date: 11 January 2017

Contractor:

McClam & Associates, Inc.

WITNESS:

[Signature]

By: Robert C. McClam (L.S.)

Its: V. Pres.

Date: 1-4-17

v 9/8/15
COLUMBIA 1214505v5

Richland County Attorney's Office

[Signature]

Approved As To LEGAL Form Only.

No Opinion Rendered As To Content.

Richland County Government



TRANSPORTATION
PROGRAM

County Administration Building
2020 Hampton Street
Columbia, SC 29202

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

NOTICE TO PROCEED

February 8, 2017

Mr. Robert C. McClam
McClam & Associates, Inc.
1642 Holy Trinity Church Rd.
Little Mountain, SC 29075

RE: Notice to Proceed
Shop Road Extension Phase 1
Richland County, SC
Contract PDT-290-CN-2016

Mr. McClam:

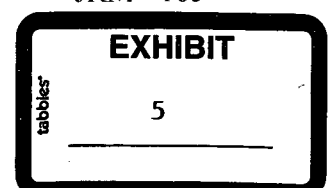
This is formal notification to proceed with construction of the work on February 12, 2017 which is identified in Contract PDT-290-CN-2016 agreed to between Richland County Government and McClam & Associates, Inc. effective January 11, 2017. This contract number must be referenced on all relative correspondence, invoices, and pay applications.

Change requests for this contract must receive written approval from the Richland County Director of Procurement prior to any performance or payment. The Contracting Management Officer for this contract is Shawn Salley. He can be reached at (803) 726-6149 or by email at: salleys2@rcgov.us.

Signature of this revised Notice to Proceed shall acknowledge acceptance of these terms. You are to commence work on the project within ten (10) calendar days of the date of this Notice to Proceed (February 12, 2017) and Substantial Completion of the project shall be accomplished within six hundred seventy-one (671) calendar days from date of the Notice to Proceed, December 15, 2018.

Sincerely,

Shawn Salley
Construction Manager
Richland County, SC



Richland County Government



TRANSPORTATION
PROGRAM

County Administration Building
2020 Hampton Street
Columbia, SC 29202

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

ACKNOWLEDGEMENT / ACCEPTANCE

Signature: Robert C. McClam

Name: Robert C. McClam

Title: Pres.

Date: 2-8-17

Email: rcm@mccclam.net

Telephone Number: 803-345-9194

cc: Dale Collier, Richland PDT Procurement Manager
Rob Perry, Director of Transportation
Tony Edwards, Assistant Director of Transportation
Christy Swofford, Assistant Director of the Richland County Office of Procurement & Contracting

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal From Richland County
Court of Common Pleas
DeAndrea G. Benjamin, Circuit Court Judge

RECEIVED

Civil Action No. 2016-CP-40-07353
Appellate Case No. 2017-000135

MAY 19 2017

SC Court of Appeals

Richardson Construction Company, Inc.,

Appellant,

v.

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

Respondents.

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that a true copy of the Return and Memorandum of Respondent McClam & Associates, Inc. in Opposition to Appellant's Motion for Expedited Temporary Injunction Pending Appeal and Affidavit of Jesse R. McClam, III, in the above referenced case has been served on May 19, 2017, on the following by causing a copy to be delivered via the U.S. Postal Service to Counsel to the addresses shown below:

Richard C. Detwiler, Esq.
Kathleen M. McDaniel, Esq.
Callison Tight & Robinson, LLC
1812 Lincoln Street, Suite 100
Post Office Box 1390
Columbia, SC 29202-1390
Attorneys for Richardson Construction
Company, Inc.

Benjamin E. Nicholson, V, Esq.
McNair Law Firm
1221 Main Street, Suite 1800
Columbia, SC 29201
Attorneys for Richland County


M. Alan Peace (S.C. Bar No. 4384)
Taylor A. Peace (S.C. Bar No. 100206)
Harrell, Martin & Peace, P.A.
P.O. Box 1000
Chapin, South Carolina 29036
(803) 345-3353
Attorneys for Respondent, McClam &
Associates, Inc.

HARRELL, MARTIN & PEACE, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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Chapin, South Carolina 29036

TELEPHONE 803-345-3353

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harrellmartin.com

L.K. "Trey" Harrell, III

Jeremy C. Martin

*M. Alan Peace ***

Jennifer Dowd Nichols

Brent M. Takach

Taylor A. Peace

*Robert W. Dibble, Jr. **

*William Jennings (Bill) Buchanan **

*Donald W. Tyler **

*Thomas B. Jackson, III **

May 19, 2017

**Of Counsel*

***Certified Mediator/Arbitrator*

RECEIVED

MAY 19 2017

SC Court of Appeals

VIA HAND DELIVERY

The Honorable Jenny Abbott Kitchings

South Carolina Court of Appeals

1220 Senate Street

Columbia, SC 29201

Re: **Richardson Construction Company, Inc. v. Richland County, a political subdivision,
and McClam & Associates, Inc.**

Appellate Case No.: 2017-000134

Case No. 2016-CP-40-07353

Our File No.: 1115.28205/MAP

Dear Ms. Kitchings:

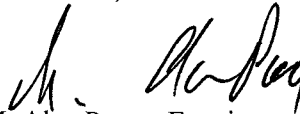
Our law firm represents the Respondent, McClam & Associates, Inc., in the above referenced matter. Enclosed please find (i) an original and nine (9) copies of the Respondent McClam & Associates, Inc.'s Return and Memorandum of Respondent McClam & Associates, Inc., in Opposition to Appellant's Motion for Expedited Temporary Injunction Pending Appeal; and (ii) an original and five (5) copies of the Affidavit of Jesse R. McClam, III for filing with the Court.

Please file the originals of record and return a clocked copy to me in the self-addressed envelope provided. By copy of this letter, I am serving all counsel of record with a copy of the same via hand delivery.

Thank you for your assistance with this matter.

Sincerely,

HARRELL, MARTIN & PEACE, P.A.


M. Alan Peace, Esquire

MAP/jw

Enclosures

cc: Benjamin E. Nicholson, V, Esq. (w/enclosures) via hand delivery

Kathleen McDaniel (w/enclosures) via hand delivery