



CLARENDON COUNTY REQUEST FOR PROPOSALS

AD-CLARENDON COUNTY REQUEST FOR PROPOSAL- ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD

Clarendon County is requesting sealed PROPOSALS from qualified contractors for **ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD**

Due to Federal Disaster Declaration, it is anticipated that this project will be funded in part by FEMA and the State of SC; all local, state and federal mandates shall apply.

The work for this project generally consists of (but not limited to):

- Repairs to existing paved roadways
- Removal of flood debris / sediment from existing ditches and roadways
- Regrade/Repair existing dirt roadways
- Replacement of washed out/damaged culverts and pipes

A Bond in the amount of 5% of Proposed price is required with submittal. The successful offeror(s) will be required to furnish Performance and Payment Bonds, each in the amount of 100 percent (100%) of the Proposal.

All work on this project must be completed within 90 consecutive calendar days from the date of Notice to Proceed. SC DOT contract Special Provisions, Davis-Bacon Act and Federal Labor Standards Provisions apply to this project.

All offerors must be legally qualified under the provisions of the South Carolina Contractor's Licensing Law. Proposals shall remain valid for approximately one hundred and twenty (120) days after proposals are opened.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held and recorded on Wednesday, **December 2, 2015, at 11:00 A.M.** at 411 Sunset Dr., Clarendon County Council Chambers, Manning, SC 29102.

Proposals will be ranked using the following criteria:

- Past performance with similar projects, references required.
- Effective operational plans (scenarios); technical capabilities, equipment list with proof of ability to meet the County's objectives.
- Knowledge of FEMA regulations and reimbursement procedures
- Demonstrated positive efforts to use Minority/small business
- Price

OWNER'S RIGHTS: Clarendon County reserves the right to accept or reject any, all or any part of proposals received as a result of this request, to waive any informalities or to cancel in part or in its entirety this request, if it is in its best interest to do so. Clarendon County will be sole judge as to whether proposals submitted meet all requirements. This solicitation does not commit Clarendon County to award a contract, to pay any cost incurred in the preparation of proposals or to procure for goods or services. Clarendon County is an equal opportunity employer.

RFP PACKAGE & INSTRUCTIONS: **Must be requested in writing, via fax, mail or e-mail (preferred) to:** procurement@clarendoncountygov.org

DEADLINE FOR SUBMITTING TECHNICAL QUESTIONS: NLT 5:00 P.M., December 10, 2015, **must** also be submitted in writing.

DEADLINE TO SUBMIT SEALED PROPOSALS: Must be received by 4:00 P.M., local time, Wednesday, December 16, 2015

SUBMIT TO: Tamika Malone, CPPO, CPPB
Clarendon County Procurement Director
411 Sunset Drive, Room 603
Manning, SC 29102 Phone (803) 433-3240 Fax (803)433-4002



CLARENDON COUNTY PROCUREMENT

REQUEST FOR PROPOSAL

****THIS DOCUMENT WILL SERVE AS CONTRACT****

Solicitation Number

2015-1216-ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD

Tamika Malone CPPO, CPPB
Procurement Director
procurement@clarendoncountygov.org

*******INSTRUCTIONS*******

AWARD & AMENDMENTS

Please submit your technical and price proposals in separate sealed envelopes.

DEADLINE TO SUBMIT: 4:00 P.M. Wednesday, December 16, 2015

Please SUBMIT (FORMS 1-3) on pages 31-35, including any separate pages, along with signed CERTIFICATES (referred to as EXHIBITS A-E) on pages 38-45 as your sealed **“TECHNICAL PROPOSAL”**

In a separate sealed envelope, please SUBMIT this page, **PAGE 2**, it **MUST** be signed, along with (FORM 4) on **page 36** as your sealed **“PRICE PROPOSAL”**

If you do not intend to respond to this solicitation, please fill out **Page 46** and kindly return via e-mail or fax.

NAME OF OFFEROR (Full legal name of business submitting the offer)

OFFEROR'S TYPE OF ENTITY: (Check one)

Sole Proprietorship Partnership

Corporation ___ State of Incorporation

Government entity (federal, state, or local) Other

DBE/MBE/WBE SC RESIDENT VENDOR

CERTIFICATE OF INSURANCE ENCLOSED

GENERAL CONTRACTOR _____

AUTHORIZED SIGNATURE

Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above. My signature indicates my agreement to be bound to the terms and conditions contained herein.

TITLE (Business title of person signing above)

TAX PAYER ID _____ DUNS _____

ACKNOWLEDGEMENT OF ADDENDUMS

ADDENDUM #1 ADDENDUM #2 ADDENDUM #3

PRINTED NAME (Printed name of person signing above)

DATE

OFFEROR'S ADDRESS

CITY/STATE

ZIP CODE

PHONE

FAX

E-MAIL

By submission of a signed agreement, I certify, under penalties of perjury, that my firm complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.

I hereby affirm that my OFFER includes cost for permits, fees, personnel, supervision, labor, time, materials and equipment required to perform all work in accordance with all terms and conditions contained herein.

This solicitation, along with an assigned PO# will serve as contract for this purchase.

My signature indicates that I have the authority to enter into an agreement with Clarendon County and will be responsible for the fulfillment of this solicitation.

ACCEPTED BY: _____

TAMIKA MALONE CPPO, CPPB
 PROCUREMENT DIRECTOR, CLARENDON COUNTY

DATE / PO# _____

I: GENERAL INFORMATION

The purpose of this **REQUEST FOR PROPOSAL** is to seek a qualified Contractor(s) for a **ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD**

The County's roadway network is broken up into three maintenance zones, separated by Districts 1, 2, and 3. The County desires to contract with up to three contractors (one per zone) to assist the County with a variety of roadway repairs including replacement of soil that was washed away, repair of blown out culverts, grading and shaping of roadways that were severely damaged, etc.

All work on this project must be completed within **90** consecutive calendar days from the date of Notice to Proceed. All offerors must be legally qualified under the provisions of the South Carolina Contractors Licensing Law. Proposals shall remain valid for approximately one hundred and twenty (120) days after proposals are opened. A bond in the amount of amount of 5 percent (5%) of PROPOSAL must be included with your submittal. Successful offeror(s) will be required to furnish satisfactory Performance and Payment Bonds each in the amount of 100 percent (100%) of the proposed amount.

OFFERS WILL NOT BE CONSIDERED FROM ANY VENDER OWING DELINQUENT BUSINESS PROPERTY TAXES TO CLARENDON COUNTY.

PRE-PROPOSAL CONFERENCE: A non-mandatory pre-proposal conference will be held and recorded on **Wednesday, December 2, 2015, at 11:00 A.M** at 411 Sunset Dr., Clarendon County Council Chambers, Manning, SC 29102.

Specifications are not intended to be restrictive, but indicate the required services for repairing and replacing roadways and drainage systems which have been damaged a result of the 2015 Flood. All work will be performed in accordance with applicable local, state and federal requirements.

CONTRACTOR REQUIREMENTS: The successful offeror(s) will provide skilled, technical and manual work for repair, replace and restore roadways and drainage systems. To help evaluate proposals, they must contain a minimum of the following elements:

- Availability of qualified personnel
 - Appropriate equipment to perform the requested services
 - Knowledge of FEMA regulations and reimbursement procedures
 - Effective Operational plans (scenarios)
 - Past performance record on work of similar nature, financial capability, and team organization
 - Demonstrative and positive efforts to use small, woman or minority owned business
1. The successful contractor (and all sub-contractors) shall be experienced in and appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required.
 2. The contractor shall perform all work in compliance with applicable local, state and federal safety and health requirements. In the event of conflict, the most stringent regulation shall apply.
 3. The contractor shall repair any damage to all staging and work areas, caused by the contractor's equipment. The contractor shall be responsible for filling to grade with like material all surface damage caused by contractor's equipment.
 4. The contractor shall restore or replace any damage to public or private properties to a condition at least equal

to that of the existing prior to damage. Contractor shall be responsible for the repair of damage to public and

other private lands that resulted from work from this contract and shall restore to pre-existing condition. The Contractor must possess appropriate equipment to perform services requested.

5. The Contractor shall assume full responsibility and liability to ensure compliance with all applicable regulations pertaining to the health and safety of personnel during project work.
6. The Contractor shall incorporate a quality control plan to address quality of services for duration of the contract, such as identifying and correcting any deficiencies noted during a site inspection. If site is “deemed” less than satisfactory in appearance, the Contractor will make correction before the level of performance becomes unacceptable.
7. Proposals must demonstrate adequate proof of ability to provide services in accordance with the terms and conditions outlined herein. All proposals must convey all of the information requested in order to be considered responsive. If the submittal fails to conform to the essential requirements of this RFP, Clarendon County and Clarendon County alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award.
8. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and Addendums, and the successful offeror’s signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

SECTION II: TERMS AND CONDITIONS

ADDENDUMS: All Addendums to and interpretations of this solicitation shall be in writing from the Procurement Director, Clarendon County. Any errors or omissions requiring correction shall be brought to the Procurement Director's attention immediately. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing.

ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Director.

AWARD CRITERIA: PROPOSALS will be evaluated, qualified and ranked. The highest ranked PROPOSALS may warrant an interview. If applicable, you will receive an invitation. The County reserves the right to interview all or any of the responding firms to this RFP. The County anticipates that it will award contract(s) in a timely manner. All respondents will be notified in writing of the final selection.

The following criteria will be used to evaluate Proposals:

1. Past Performance with similar projects. Credentials of project team, including references to related projects.	20 points
2. Effective operational plans (scenarios); technical capabilities. Equipment list and proof of ability to meet County’s objectives.	25 points
3. Knowledge of FEMA regulations and reimbursement procedures.	15 points
4. Demonstrative efforts to use Minority/small business.	10 points
5. Price	30 points

Clarendon County requires that all technical proposals provide satisfactory evidence of ability to furnish services in accordance with the terms and conditions of these specifications. All employees of the contractor shall be, at all times, the sole employees of the contractor under its sole direction and not an employee or agent of Clarendon County. Clarendon County reserves the right to approve all sub-contractors.

The contractor shall supply competent and capable employees who shall have and wear proper identification. Whenever possible, the contractor shall use DBE/MBE sub-contractors to supplement the work force. The County reserves the right to require the contractor to remove an employee the County deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County.

The successful contractor (and all sub-contractors) shall be appropriately licensed for the work proposed. The successful contractor shall also be responsible for obtaining any and all permits required. Any equipment used for this project shall meet a minimum of the following requirements:

1. Equipment must be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the contract.
2. Equipment must be properly registered and insured in accordance with the Motor Vehicle Laws of South Carolina and in compliance with all federal, state and local safety regulations.
3. The contractor shall repair any damage to all staging and work areas, caused by the contractor's equipment. The contractor shall be responsible for filling to grade with like material all surface damage caused by contractor's equipment.

BANKRUPTCY: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy

CANCELLATION/REJECTION: Clarendon County reserves the right to accept or reject any, all or any part of the proposals received as a result of this request, or to cancel in part or in its entirety this request if it is in the best interest of the County to do so. Clarendon County will be sole judge as to whether proposals submitted meet all requirements contained in this solicitation. Clarendon County will not be responsible for any cost incurred in the preparation of this proposal. Clarendon County reserves the right to negotiate final price subsequent to the submission of qualified proposals.

CERTIFICATE OF INSURANCE: Any CONTRACTOR providing on-site services, equipment maintenance, evaluation, or other services must provide a 'CERTIFICATE OF INSURANCE' for the protection of Clarendon County. Please submit "COI" with your technical proposal. Successful offeror(s) shall name the County as additional insured on the contractor's insurance policies and shall maintain throughout the performance of its obligations under this Agreement, a policy or policies of Workers' Compensation Insurance with such limits as may be required by law, and a policy or policies of general liability insurance with limits sufficient to cover any loss or potential loss resulting from this contract insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents and a policy or policies of Automobile Liability Insurance with such limits as may be required by law insuring against liability for injury to and death of persons and damage to and destruction of property arising out of or based upon any act or omission of the CONTRACTOR or any of its subcontractors or their respective officers, directors, employees or agents while operating their vehicle(s) on Clarendon County property.

COMPETITION: This solicitation is intended to promote competition. If the 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 offeror to notify the Procurement Director in writing, so as to be received five (5) days prior to opening date. Award will be made to lowest responsive and responsible vendor.

The solicitation may or may not be changed but a review of such notification will be made prior to award. The Procurement Director shall not be legally bound by any Addendum or interpretation that is not in writing. Offers,

Addendums or withdrawal request must be received by the time the request for proposal is due. It is the offeror's sole responsibility to ensure that these documents are received by the Procurement Director (or office) any time prior to the advertised deadline. No offer may be withdrawn after that time.

CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed in writing to the Clarendon County Procurement Director, 411 Sunset Drive Room 603, Manning, SC 29102.

CORRECTION OF ERRORS ON RESPONSE FORM(S): All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for reviewing.

DEFAULT: In case of default by the contractor, Clarendon County reserves the right to purchase any or all services in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations. **Termination--Breach.** Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Clarendon County shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Clarendon County for damages sustained by virtue of any breach by Contractor. **Termination--Funding.** Should funding for this contract be discontinued, Clarendon County shall have the right to terminate the contract immediately upon written notice to Contractor. **Termination--Notice.** Clarendon County may terminate this contract at any time upon written notice to Contractor. **Warranty and Responsibilities.** Any failure of Contractor to provide goods or services or otherwise perform pursuant to this contract, including, without limitation, interruption or delay, that is due to failure of any services, individually or in combination, to successfully transition and/or to provide correct results as set forth in this document, shall not be *force majeure*, and shall be a breach of this contract. This applies to any failure of Contractor to perform and/or subcontractors that are due to perform any services, individually or in combination.

DISPUTES: The basic and governing language of any contract resulting from this solicitation shall be comprised of this solicitation, including any attachments and/or addendums. The laws of South Carolina shall govern any agreement arising as a result of this solicitation and shall be litigated only in a nonjury hearing in the Circuit Court within the Third Judicial Circuit of Clarendon County, South Carolina. Upon approval of the Circuit Court, any such action shall be referred to the Master-in-Equity for Clarendon County. The prevailing party shall be entitled to recover attorney's fees and the costs of said litigation.

EQUAL OPPORTUNITY: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

FALSE CLAIMS: According to the S.C. Code of Laws § 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FEDERAL CLAUSES: **Anti-Kickback Act.** The contractor hereby agrees to adhere to the mandate dictated by the Copeland "anti-kickback" act which provides that each contractor shall be prohibited from inducing, by any means,

any person employed in the Completion of work, to give up any part of the compensation to which he is otherwise entitled. **Anti-Lobbying and Debarment Act.** The contractor will be expected to comply with federal statutes

required in the Anti-Lobbying Act and the Debarment Act. **Recycled Materials.** Contractor agrees to make maximum use of recovered/recycled materials in accordance with §200.317, §200.322. All milling debris, including debris resulting from milled-in rumble strips shall be cleaned up at the end of each day's milling, milling debris left in gutter lines, sidewalks or driveways will not be permitted. Asphalt millings that are collected on this project shall be re-used or stockpiled at a designated site for Clarendon County staff to collect. Costs associated with stockpiling/removing each day's milling debris shall be considered incidental and no additional compensation will be made. **Clean Air Act.** The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders or requirements issued under section 306 of the clean air act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities. **Clean Water Act.** The contractor hereby agrees to adhere to the provisions which require compliance with all applicable Standards, orders, or requirements issued under section 508 of the clean water act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of violating facilities. **Energy Policy and Conservation Act.** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (P.L. 94-163). Please see certifications provided on Exhibits A-E of this solicitation, pages 38-45.

FIXED PRICING REQUIRED: Any pricing provided by contractor shall include all costs for performing the work associated with that price. Contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award.

INDEMNIFICATION: Any term or condition is void to the extent it requires the County to indemnify anyone. Contractor shall indemnify and save harmless the County, et al, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

LIQUIDATED DAMAGES: Any liquidated damages assessed, may be deducted from any payments due to the Contractor. A fixed sum of \$500.00 dollars per each and every calendar day the Contractor fails to perform in whole or in part any of his obligations specified herein.

MAINTENANCE AND RESTORATION: The Contractor shall be solely responsible for the continuity of service and shall maintain a safe and satisfactory operating condition, all overhead surface, or subsurface utilities affected by his operations. The Contractor shall exercise every precaution to avoid damage to existing shoulder pavements, grassed areas, fences and monuments. The Contractor shall locate all existing utilities and take all necessary precautions to prevent damage and/or determine the extent of relocation required in the event of damage during project work. It shall be the Contractor's responsibility to keep the site neat and clean for duration of project.

NON-APPROPRIATIONS: Any contract entered into by Clarendon County or its departments, institutions, agencies, political subdivisions or other entities 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.

PROHIBITION OF GRATUITIES Section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states in part as follows: "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 judgement as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgement shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220". Gratuities in any form are strictly prohibited.

PROPRIETARY/CONFIDENTIAL INFORMATION Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material

after award is made should be stated by the Offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

All Offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under Chapter 4 of Title 30 (The Freedom of Information Act) South Carolina Code of Laws and Section 11-35-410 of the South Carolina Consolidated Procurement Code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information." The examples of such information provided in the statute are:

1. Customer lists;
2. Design recommendations and identification of prospective problem areas under an RFP;
3. Design concepts, including methods and procedures;
4. Biographical data on key employees of the Offeror.

MARKING YOUR ENTIRE SUBMITTAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT. All submittals in response to this document become the property of Clarendon County. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County upon award of contract. Ownership of all data, material and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.

PROJECT MANAGEMENT: The designated Project Manager for this project will be the Clarendon County Engineer, Billy Timmons. Successful offeror(s) will be responsible for coordinating all work through Engineer, including (but not limited to) problems, anticipated delays and providing progress reports as required. All routine and final inspections will be made by the County Engineer and will required for payment authorization.

**FEMA approved, Itemized invoice shall be submitted to: CLARENDON COUNTY FINANCE
411 SUNSET DRIVE ROOM 203
MANNING, SC 29102**

PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: The County of Clarendon requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and Environment". Any contractor doing business with the County will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (scrr article 1,71-1910.1200). By submission of this proposal, the vendor agrees to take all necessary steps to insure compliance with these requirements.

PROTEST PROCEDURE: Any prospective Offeror or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the Procurement Director within five ten (10) calendar days of the date of issuance of the solicitation documents or any amendment thereto. Any actual Offeror or contractor, who is aggrieved in connection with the intended award or award of a contract shall protest in writing to the Procurement Director within five (5) calendar days of the notification of intent to award or statement of award is published. A protest shall be in writing, and must be submitted to the Procurement Director and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.

PUBLICITY: Contractor shall not publish any comments or quotes by County employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Director.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the SC state Ethics Act. (a) After issuance of the solicitation, *you agree not to discuss this procurement activity in any way with the Using Governmental Unit or its employees, agents or officials.* All communications must be solely with the Procurement Director or designee.

This restriction may be lifted by express written permission from the Procurement Director. (b) Unless otherwise approved in writing by the Procurement Director *you agree not to give anything to any Using Governmental Unit.*

SECURITY: Clarendon County requires that the successful offeror maintain performance and payment bonds to cover 100% of the contract price along with insurance documentation within 10 days from the intent to award notification. In the event of a default the bond shall be made disposable by the County for the completion of the work and payment of any outstanding claims by contractor's suppliers and subcontractors. Clarendon County requires a bond in the amount of 5% of your offer to be submitted with proposal.

TRAFFIC CONTROL AND SAFETY: The Contractor shall designate a responsible member of his organization with sufficient qualifications whose duty shall be the prevention of accidents. This person shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers and for assuring that the Maintenance of Traffic provisions of the SCDOT Standard Specifications subsection 107.11 are effectively administered.

III: SPECIAL PROVISIONS: This project will be constructed under the direct supervision of the Clarendon County Engineer's Office.

This project is to be constructed under the South Carolina Department of Transportation's Specifications for Highway Construction Edition of 2007 and the following Special Provisions.

1) **ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:**

See attached Supplemental Specification dated May 4, 2009.

2) **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 pavement markings with the only remaining work to be performed being punch list items.

3) **SECTION 101: STANDARD DRAWINGS:**

The OFFERORS are hereby advised that this project shall be constructed using the 2011 Standard Drawings with all updates effective at the time of the letting.

4) **SECTION 102: EXAMINATION OF THE SOLICITATION:**

Plan holders desiring further information or interpretation of the Proposal shall make a written request for such information to Clarendon County no later than **5:00 P.M. December 10, 2015**. Facsimiles are accepted at (803) 433-4002 and e-mail to procurement@clarendoncountygov.org Correspondence can be mailed to the following address:

Clarendon County Procurement Department
411 Sunset Drive, Room 603
Manning, SC 29102

5) **SECTION 105: CONSTRUCTION STAKES, LINES AND GRADES:**

Section 105.80 of the Standard Specifications is amended to the extent that the contractor will be responsible for this work.

The contractor will be required to provide all the layouts necessary to construct the elements of this project. The engineer will assist with providing adequate reference points to the center line of the existing roadway.

The Contractor shall provide field personnel and set all additional stakes for this project, which are needed to

establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. The Contractor will not be required to determine the property line between properties.

The cost of the above work will be considered as incidental to the project and no additional compensation will be allowed.

If during the course of staking or construction work, unforeseen utilities and/or field conditions arise which conflict with construction, the Contractor shall immediately notify the Engineer. The Engineer will review the Contractor's findings and adjust the lines and grades accordingly or make arrangements for the utility to relocate its facilities. The resulting adjustments will be provided to the Contractor so that his survey crew can perform the adjusted work. Required adjusted staking as described above shall be considered a normal consequence of construction. No additional compensation will be due to the Contractor for this work, or for any delays due to adjustments to staking.

6) SECTION 106: SOUTH CAROLINA MINING ACT:

See Attached Supplemental Specification Dated March 20, 2003.

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://scdot.org/doing/sup_tech_specs.shtml

7) SECTION 106: CONSTRUCTION QUALITY CONTROL AND ASSURANCE TESTING

The Contractor shall be responsible for retaining an independent firm for all required sampling and testing. All sample and test results shall be submitted to and approved by the Engineer prior to continuation of work. The owner shall provide construction quality assurance testing required for this project, except for MANUFACTURERS MATERIALS CERTIFICATIONS AND CERTIFIED TEST REPORTS as required by the provision included below.

8) SECTION 106: QUALIFIED PRODUCT LISTINGS

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

9) SECTION 107: APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES:

See attached Addendum dated June 13, 1990.

10) SECTION 107: COORDINATION OF UTILITY RELOCATION WORK WITH HIGHWAY CONSTRUCTION:

As it is not economically feasible to complete the rearrangement of all utility conflicts in advance of the roadway construction, such rearrangements may be underway concurrently with construction.

It shall be the responsibility of the contractor to inspect the site for potential utility conflicts.

It is the responsibility of the Contractor to call Palmetto Utility Protection Service at 811 or 1-888- 721-7877 three (3) days prior to work so that existing utilities can be properly marked.

Utility Contacts for this project are:

Utility Company	Contact Name	Phone Number
Black River Electric Cooperative	Charlie Allen	(800) 469-8060
Santee Electric Cooperative	Justin Harrington	(843) 355-6187
Progress Energy	Mark Evans	(803) 934-2508
Time Warner Cable	-	(803) 473-3282
Farmers Telephone Company	Mr. Rowland	(803) 468-5971
Verizon	-	(803) 854-2409

11) DISADVANTAGED BUSINESS ENTERPRISE (DBE):

- POLICY – It is the policy of the County that DBE companies shall have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part by the County.
- COMPLIANCE/ASSURANCE – Firms shall not discriminate on the basis of race, religion, color, national origin or sex.
- DBE PARTICIPATION. Firms not providing assistance with the County’s inclusiveness of DBE’S program by utilizing internal forces only may not be awarded a contract and may be evaluated as non-responsive.
- AVAILABLE DBE’S- In order to be counted toward the DBE participation all DBE companies must be certified in accordance with certification programs of the State of South Carolina and the Federal department of Transportation and acceptable to the County.

12) SECTION 107: CONTRACT PROVISION TO REQUIRE CERTIFICATION AND COMPLIANCE CONCERNING ILLEGAL ALIENS:

By submission of this PROPOSAL, the OFFEROR 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 Clarendon County and/or SCDOT with any documents required to establish such compliance upon request; and
- c. to register and participate and require agreement from subcontractors and subsubcontractors 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).

13) SECTION 108: CONTRACT TIME AND DETERMINATION AND EXTENSION OF CONTRACT TIME: Completion Date for this contract shall be the date determined by commencing with the “Award of Contract” and adding **90** calendar days.

14) SECTION 108: FAILURE TO COMPLETE THE WORK ON TIME:

Paragraph 1 of Section 108.9 is hereby replaced with the following:
 If the Contractor fails to substantially complete the work by the contract completion date, the Contractor is liable for liquidated damages. Liquidated damages will be \$500.00 for each day beyond the contract completion date

that work items are not completed. This includes the application of pavement markings and grassing. Days to be charged for liquidated damages will not stop due to seasonal restrictions.

15) SECTION 109: RETAINAGE

If the Contractor’s progress is judged to be delinquent or portions of the work are defective, the Department reserves the right to withhold retainage. The total amount retained will be sufficient to cover anticipated liquidated damages and the cost to correct defective work.

16) SECTION 109: PROMPT PAYMENT CLAUSE:

See attached Supplemental Specification dated January 5, 2012.

17) SECTION 305: MAINTENANCE STONE:

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

18) SECTION 400: HOT MIX ASPHALT QUALITY ASSURANCE:

Section 3.9 of SC-M-400 will not apply.

19) SECTION 401: RATE OF APPLICATION:

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

20) SECTION 401: TRANSPORTATION AND DELIVERY OF MIXES:

See attached Supplemental Specification dated July 1, 2010.

21) DIVISION 600: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES:

The Contractor is advised that all work involving design or installation of traffic control devices, including but not limited to signs, pavement markings, elements of work zone traffic control, signals, etc., shall be in compliance with the FHWA's Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The latest edition is defined as the edition that the Traffic Engineering Division of SCDOT recognizes as having been officially adopted (Engineering Directive, Memorandum 19) at the time the project is let, unless stated otherwise in the Special Provisions.

22) SECTION 600: TRAFFIC CONTROL:

The Contractor shall execute the item of Traffic Control as required by the Standard Specifications, the plans, the Standard Drawings For Road Construction, these special provisions, all supplemental specifications, the MUTCD, and the Engineer.

The Contractor shall designate a responsible member of his organization with sufficient qualifications whose duty shall be the prevention of accidents. This person shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers and for assuring that the Maintenance of Traffic provisions of the SCDOT Standard Specifications subsection 107.11 are effectively administered.

23) SECTION 609: PAVEMENT MARKINGS

The Contractor is responsible for surveying and making an inventory of all traffic markings on the roadway prior to the removal or covering up of existing markings. This will include position, lengths, widths, color, and types of markings.

EXISTING UTILITIES

The Contractor shall be responsible for inventorying all utilities in the roadway. It is also the Contractor's responsibility to obtain the proper risers from the utility company prior to the first day of resurfacing operations. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the risers.

24) SECTION 714: DRAINAGE PIPES:

All existing driveway pipes will be replaced with Class III reinforced concrete pipe. All pipe installations will be backfilled with native material, compacted in lifts, and pass a proof-roll test for approval. Installation shall match existing grade as closely as possible. The contractor will replace all crosslines with the same sized reinforced concrete pipe at the same grade, location, and elevation of the existing crosslines (unless instructed otherwise by the Engineer). Riprap shall be placed at both ends of the each driveway and crossline pipe (but not within the existing ditch at the locations where permit requirements dictate).

25) SECTION 815: EROSION CONTROL MEASURES:

See attached Supplemental Specification dated January 1, 2009.

26) EXISTING STRUCTURES:

The Contractor shall be solely responsible for the removal and disposal of any and all excess material while completing the work on this contract. Such materials include, but are not limited to clearing old debris, pipe, trees, vegetation, and excess soil material. Contractor shall contact property owners and relocate any items within the right of way (fencing, landscaping, etc.) to the edge of the right of way. All existing mailboxes shall be relocated by the Contractor and installed in accordance with United States Postal Service specifications.

27) EMERGENCY CONTACT:

The Contractor shall furnish the County Engineer with the name and phone number of a person who can be contacted 24 hours a day in case of an emergency. This person may be called to go to the job site to reestablish erosion control measures, clean sediment basins, catch basins or dry wells if necessary.

28) PERMITS AND LICENSES:

It is the responsibility of the Contractor to obtain any licenses and/or permits required to complete the work in this contract. No additional compensation will be due to the Contractor for this work, or for any delays due to acquisition of the permits and/or licenses.

SUPPLEMENTAL SPECIFICATION

May 4, 2009

ERRATA TO 2007 STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

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

DIVISION 100 GENERAL PROVISIONS

SECTION 101 DEFINITIONS AND TERMS

Subsection 101.2 Abbreviations and Acronyms

Amend the table of **SCDOT OFFICIALS AND OFFICES** as follows:

DELETIONS		REPLACEMENTS	
BDE*	Bridge Design Engineer	PSE*	Preconstruction Support Engineer
BDGE*	Bridge Design Geotechnical Engineer	GDSE*	Geotechnical Design Support Engineer
SHE*	State Highway Engineer	DSE*	Deputy Secretary for Engineering

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

SECTION 102 PROPOSALDING REQUIREMENTS AND CONDITIONS

Subsection 102.8 Irregular PROPOSALS

Paragraph 2, item E, first sentence; delete the word "the" after the word "When".

SECTION 105 CONTROL OF WORK

Subsection 105.6 Cooperation with Utilities

Paragraph 1, last sentence; change the word "THE" to "the".

DIVISION 200 EARTHWORK

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Subsection 202.5 Measurement

Paragraph 5, second bullet; change the words "Brick sidewalk" to "Concrete, brick or stone sidewalks".

SECTION 204 STRUCTURE EXCAVATION

Subsection 204.2.1.2 Structure Excavation for Culverts

Paragraph 1, at the end of the first sentence; change "Subsection 204.4" to "Subsection 204.5".

DIVISION 400 ASPHALT PAVEMENTS

SECTION 401 HOT MIXED ASPHALT (HMA) PAVEMENT

Subsection 401.2.1.2 Liquid Anti-Stripping Agent

Paragraph 1, first sentence; delete the period at the end of the sentence and add "and SC-M-406".

Subsection 401.2.5 Material for Full Depth Patching

Paragraph 1, delete and replace with the following:

"Use an approved SCDOT Intermediate Type C mix for all Full Depth Patching."

Subsection 401.5 Measurement

After paragraph 10, add the following paragraph:

11 The measurement of Prime Coat is the number of gallons of asphalt material applied to the completed and accepted base course.

Subsection 401.6 Payment

After paragraph 12, add the following paragraph:

13 "The payment for Prime Coat is at the contract unit price for Prime Coat and includes compensation for all labor, equipment, tools, maintenance, and incidentals necessary to complete that work."

Subsection 401.6 Payment

Paragraph 13, **Table of Pay Items**

Change paragraph reference number "13" to "14" and add the following Pay Item:

Item No.	Pay Item	Unit
4010005	Prime Coat	GAL

SECTION 403 HMA SURFACE COURSE

Subsection 403.5 Measurement

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

Subsection 403.6 Payment

Paragraph 1, first sentence; change "HMA Intermediate Course" to "HMA Surface Course".

SECTION 407 ASPHALT SURFACE TREATMENT – DOUBLE TREATMENT

Subsection 407.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Double Treatment Type (1, 2, 3, 4, or 5))".

SECTION 408 ASPHALT SURFACE TREATMENT – TRIPLE TREATMENT

Subsection 408.5 Measurement

Paragraph 1, first sentence; add the word "is" after "(Triple Treatment Type (1 or 2))".

DIVISION 600 MAINTENANCE AND TRAFFIC CONTROL

SECTION 625 PERMANENT PAVEMENT MARKINGS

FAST DRY WATERBOURNE PAINT

Subsection 625.2.2.4.11 Lead Content

Paragraph 1, first sentence; change 6% to 0.06%.

SECTION 627 THERMOPLASTIC PAVEMENT MARKINGS

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, first sentence; change "period of 90 days" to "period of 180 days".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 2, second sentence; change "90-day observation period" to "180-day observation period".

Subsection 627.4.10 Inspection and Acceptance of Work

Paragraph 3, first sentence; change "90-day period" to "180-day period".

DIVISION 700 STRUCTURES

SECTION 709 STRUCTURAL STEEL

Subsection 709.4.3.5.2 Submittals and Notification

Paragraph 1, delete the last two sentences and replace them with, "The Department's review and acceptance are required before any field welding will be permitted."

Subsection 709.6.3 Pay Items (page 650)

Subsection heading number; change subsection heading number from "709.6.3" to "709.6.4".

SECTION 712 DRILLED SHAFTS AND DRILLED PILE FOUNDATIONS

Subsection 712.4.4 Dry Construction Method

Paragraph 2, last sentence in A; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.4 Excavation Cleanliness

Paragraph 1, last sentence; change "*Drilled Shaft Report*" to "*Drilled Shaft Log*".

Subsection 712.4.10.6 Shaft Load Test

Change first paragraph reference number from "2" to "1".

Subsection 712.6.10 Drilled Pile Set-Up

Insert paragraph reference number "1" to the left of the first paragraph.

SECTION 723 DECK JOINT STRIP SEAL

Subsection 723.1 Description

Insert paragraph reference number "3" to the left of the third paragraph.

SECTION 726 BRIDGE DECK REHABILITATION

Subsection 726.4.1 General

Insert paragraph reference number "1" to the left of the first paragraph.

Subsection 723.4.6 Full Depth Patching (page 790)

Subsection heading number; change subsection heading number from "723.4.6" to "726.4.6"

SECTION 727 CROSSHOLE SONIC LOGGING OF DRILLED SHAFT FOUNDATIONS

Subsection 726.6 Payment (page 807)

Subsection heading number; change subsection heading number from "726.6" to "727.6"

DIVISION 800 INCIDENTAL CONSTRUCTION

SECTION 805 GUARDRAIL

Subsection 805.5 Measurement

Paragraph 4; amend as follows:

"The quantity for the pay item 8053000 Additional Length Guardrail Post is the length of required post installed in excess of the standard length post based on the system being installed, measured by the linear foot (LF), complete, and accepted."

SECTION 815 EROSION CONTROL

Subsection 815.1 Description

Paragraph 1, first sentence; change "temporary flexible pipe" to "temporary pipe".

Subsection 815.5 Measurement

Paragraph 13; delete the first sentence and replace it with the following sentence: "The quantity for Temporary Pipe Slope Drains is measured and paid for in accordance with **Subsections 803.5**

and 803.6 respectively."

Subsection 815.5 Measurement

Delete paragraph 19.

Subsection 815.6 Payment

After paragraph 15, add the following paragraph:

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

Subsection 815.6 Payment

Change original paragraph number "16" to "17".

Subsection 815.6 Payment

Pay Item table; change the Unit for Item No. 8156214 to "EA".

INDEX:

Amend as follows:

Page I-3, after "Bridge Deck Rehabilitation, measurement and payment:" Delete page 807.

Page I-12, after "Letting:"

Replace page 19 with page 9.

Page I-13, after "Overhead Sign Structure:" Replace page 488 with page 495.

Page I-15, after "Proof Rolling:" Delete page 98.

Page I-18, after "Structural Steel, turned and ribbed bolts:" Replace page 624 with page 625.

Page I-19, after "Waterproofing, bridge deck:" Delete page 907.

Page I-20, after "Working Drawings:" Replace page 543 with page 779.

SUPPLEMENTAL SPECIFICATION

June 13, 1990

APPLICATION OF DAVIS-BACON AND RELATED ACTS TO INDEPENDENT TRUCK DRIVERS AND MISCELLANEOUS CONSTRUCTION ACTIVITIES

The Davis-Bacon and Related Acts apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a plant, pit, or quarry, which has been established specifically to serve (or nearly so) a particular project or projects covered by Davis-Bacon and Related Acts.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul material from a non-commercial stockpile or non-commercial storage site outside the limits of the project to the project site.
- 3) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul excavated materials away from a Davis-Bacon covered project.
- 4) A contractor or Subcontractor rents or leases equipment with an operator to perform work as called for under a Davis-Bacon construction contract.
- 5) A common carrier is used for the transportation of materials from an exclusive material supply facility to fulfill the specific need of a construction contract.

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitations and would not have to be approved as a Subcontractor. However, payrolls must be submitted by truck fleet owner covering the truck drivers, and all requirements such as predetermined wages, overtime, etc., are applicable. Legitimate owner-operators (truck owner driving his own truck) must appear on the payroll by name and notation "truck Owner Operator" with no hours, etc. shown.

The Davis-Bacon and Related Acts do not apply when:

- 1) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from a commercial plant, pit, or quarry which had previously been established for commercial use and regularly sell materials to the general public.
- 2) A Contractor or Subcontractor hires a trucking firm or fleet of trucks to haul materials from an established commercial plant, pit, or quarry to a stockpile outside the limits of the project.
- 3) Bona fide owner-operators of trucks, who are independent contractors, use their own equipment to haul materials to or from or on a Davis-Bacon covered project. (One man-One truck)

The fleet owner is not considered a Subcontractor with regard to the 70% subcontracting limitation and would not have to be approved as a Subcontractor.

January 5, 2012

SUPPLEMENTAL SPECIFICATION

PROMPT PAYMENT CLAUSE

(1) Subject to the provisions on retainage provided in Paragraph (2) below, when a subcontractor has satisfactorily performed a work item of the subcontract, the Contractor must pay the subcontractor for the work item within seven (7) calendar days of the Contractor's receipt of payment from SCDOT. A subcontractor shall be considered to have "satisfactorily performed a work item of the subcontract" when the SCDOT pays the Contractor for that work item.

(2) The Contractor may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion of all work items of the subcontract. "Satisfactory completion of all work items of the subcontract" shall mean when the SCDOT 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 SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT'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 Director of Construction, the Contractor may continue to withhold the 5% retainage.

(3) Prior to receiving payment of each monthly estimate, the Contractor shall certify to SCDOT that the construction estimate is complete and that all subcontractors have been paid for work covered by previous estimates, 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.

SUPPLEMENTAL SPECIFICATION

July 1, 2010

Subsection 401.4.17, Transportation and Delivery of Mixes, of the Standard Specification will be deleted in its entirety and replaced with the following:

Transport the HMA from the plant to the point of use in vehicles meeting the requirements of Subsection 401.3.7. Do not permit any load of HMA to leave the plant so late in the day that it cannot be spread, finished, and compacted during daylight of that same day unless an approved artificial lighting system is provided. Ensure that HMA mixtures containing the asphalt binder grades below are produced and delivered to the jobsite within the acceptance range listed in the table below with exception that Base C and D mixtures will be produced and delivered at a temperature range of 240°-275° F. The mix temperatures will be checked using SC-T-84. Ensure the HMA mixtures are held within the acceptance range based on Binder Performance Grade in the Job Mix Formula. Deliver mixture within the acceptance range for temperature to assist in obtaining density requirements which provide smooth riding pavements with uniform texture.

<u>Binder Performance Grade</u>	<u>Acceptance Range (°F)</u>
PG 64-22	265°-325°
PG 70-22	285°-335°
PG 76-22	300°-350°

Note: This temperature specification does not apply to WMA (SC-M-408). Refer to the HMA Contractor's QC Plan for mix acceptance range based on selected asphalt plant WMA technologies.

SUPPLEMENTAL SPECIFICATION

January 1, 2009

EROSION CONTROL MEASURES

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

- South Carolina Code of Regulations 63-380, Standard Plan for Erosion, Sediment, and Stormwater Runoff Control. The regulation may be viewed at the following Internet web address:
<http://www.scstatehouse.net/coderegs/c063.html>
- Erosion and Sediment Reduction Act of 1983 (Title 48, Chapter 18 of the South Carolina Code of Laws of 1983, as amended). Section 70 of this code authorized the South Carolina Department of Health and Environmental Control (SCDHEC) to administer this regulation with respect to lands under the jurisdiction of the South Carolina Department of Transportation. The code may be viewed at the following Internet web address:
<http://www.scstatehouse.net/code/t48c018.html>
- National Pollutant Discharge Elimination System (NPDES) General Permit Number SCR100000, effective September 1, 2006: The Environmental Protection Agency, in accordance with the Federal Clean Water Act, has granted to the South Carolina Department of Health and Environmental Control (SCDHEC) the authority to administer the Federal NPDES permit program in the State of South Carolina. The permit may be viewed at the following Internet web address:

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

In accordance with the NPDES General Permit, sign a Co-Permittee Agreement and Contractor Certification statement (shown in Part 3.2D of the General Permit) and require all subcontractors performing land-disturbing activities to sign a

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fines assessed on the Department by SCDHEC as the result of the Contractor's non-compliance or violation of said permit provisions will be paid by the Department and will subsequently be deducted from any monies due

or that may become due to the Contractor. In case no monies are due or available, the fines occurred will be charged against the Contractor's Surety.

IV: SCOPE OF WORK: Clarendon County, South Carolina is located in East Central South Carolina and includes a population of some 33,000 residents. The County maintains approximately **56** miles of paved roads and **322** miles of unpaved roads. Clarendon County's roadway network was severely impacted by the flooding event that occurred on October 4, 2015. As a result of the damage incurred, Clarendon County was included in the Presidential Disaster Declaration 4241. The County's roadway network is broken up into three maintenance zones. The County desires to contract with up to three contractors (one per district zone, 1, 2, 3) to assist the County with a variety of roadway repairs including replacement of soil that was washed away, repair of blown out culverts, grading and shaping of roadways that were severely damaged, etc.

The work for this project generally consists of (but not limited to):

- Repairs to existing paved roadways
- Removal of flood debris / sediment from existing ditches and roadways
- Regrade/Repair existing dirt roadways
- Replacement of washed out/damaged culverts and pipes

POTENTIAL ROADWAY REPAIR LIST (SUBJECT TO CHANGE)
FLOOD RECOVERY ROADWAY REPAIR SEPARATED BY DISTRICT

DISTRICT 1

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
191	Bomar Tr	Dist. 1	Shoulder washout at pipe		Additional work, pipe needed, GPW worked on some	2.47	0.5
299	Clubhouse Rd	Dist. 1		Yes		0.76	0.71
187	Clifton Rd	Dist. 1	Washed Out Repair	Yes	work on pipe, large amount debris	1.57	
109	Ward Rd	Dist. 1	water clogged ditches, fill	Yes		2.84	
101	Maxwell Dr	Dist. 1	Washout, 45 CY	Yes		0.43	
185	Gaymon Rd	Dist. 1	Work on pipe, pothole	Yes		3.00	
100	Mathis Rd	Dist. 1		Yes		2.95	
57	Julia James Rd	Dist. 1	Extreme erosion, impassible	Yes	Clarendon PW installed two 18" culverts	1.87	
84	St Marks Rd	Dist. 1	Pipe washed out	Yes		2.2	
110	Wash Davis Rd	Dist. 1		Yes		2.59	
206	Pearson Rd	Dist. 1	water, washout, culvert	Yes		1.74	
201	Costello Rd	Dist. 1	water, washouts	Yes		1.16	
213	Rowe Dr	Dist. 1	ditch shoulders	Yes		1.76	0.69
29	White & Rivers Rd	Dist. 1		Yes	Road needs extensive work due to use as detour to Chewing	2.31	
212	Rev J W Carter Rd	Dist. 1	Water, ditches	Yes		1.67	1.13

	N						
82	Rogers Rd	Dist. 1	water, washouts, culvert	Yes		1.04	
210	Hurricane Falls Ln	Dist. 1		Yes		2.22	
339	Doughty Rd	Dist. 1	Resident complaint	Yes	Significant past maintenance by Clarendon PW	2.21	
214	Steadman Rd	Dist. 1	Flooding, erosion	Yes		2.14	
13	Adger Rd	Dist. 1	washout	Yes		2.65	
62	Whitetail Ln	Dist. 1	Impassable, erosion	Yes		1.20	
88	House Rd	Dist. 1	40 yds RA, washout		Needs stone base	1.89	
510	Mill Creek Dr	Dist. 1	Pipe washed on shoulder		Needs sinkhole repair to paved section		0.30
89	K W Hodge Rd	Dist. 1		Yes		1.97	
17	Jim Ross Rd	Dist. 1	replace culvert, flooding	Yes		1.31	
445	Joyce Rd	Dist. 1	water, drainage	Yes	significant water pooling in road	0.91	0.62
600	Spring Hill Rd	Dist. 1		Yes		1.71	
99	Lula Rd and new road	Dist. 1		Yes		1.70	
367	Ferris St	Dist. 1	water, culvert, ditch clogged	Yes		0.90	
80	McLachan Rd	Dist. 1	Standing Water	Yes		1.65	
218	Barberry St	Dist. 1	Not Passible erosion, water	Yes		0.83	
64	Ardis Rd	Dist. 1	Shoulder repair	Yes		1.58	
308	Cotton Ln	Dist. 1		Yes		1.56	
258	Breeland St	Dist. 1	shoulder	Yes		1.47	
360	Etchison Rd	Dist. 1	standing water	Yes		2.89	
540	Pittman Dr	Dist. 1	ditch shoulders	Yes		0.84	
15	Bud Ross Rd	Dist. 1	water	Yes		1.35	
436	Jasper Ln	Dist. 1		Yes		1.30	
348	Eagerton Rd	Dist. 1		Yes		1.25	0.17
305	Cool Springs Rd	Dist. 1		Yes		1.24	
592	Silver Sage Dr	Dist. 1		Yes		1.23	
28	Wells Rd	Dist. 1	clogged ditches, potholes	Yes		1.17	
111	Whispering Wind Ln	Dist. 1	Impassable, water	Yes		0.72	
104	Peaceful Pines Rd	Dist. 1	some water	Yes		1.09	
272	Captains Log Rd	Dist. 1	Side washout at pipe	Yes		0.67	
466	Lands End Dr	Dist. 1	Standing Water	Yes		1.04	
202	Crooked Pine Trl	Dist. 1	Erosion on edges	Yes		1.00	
323	Cypress Dr	Dist. 1	ditch shoulders			1.00	
	Starks Dr	Dist. 1	Some water	Yes		0.98	

604							
224	John Holladay Rd	Dist. 1	standing water	Yes		0.95	
51	Whitlock Rd	Dist. 1	Flooded	Yes		0.94	
41	Goslin Pond Rd	Dist. 1	minor pot holes	Yes		0.90	
561	Rapid Edge Tr	Dist. 1	Minor washout	Yes		0.50	
442	Johnny Ln	Dist. 1		Yes		0.88	
106	Schooner Tr	Dist. 1		Yes		0.27	
415	Homeward Way	Dist. 1		Yes		0.84	
376	Fremont Rd	Dist. 1		Yes		0.82	
554	Quiet Ln	Dist. 1	ditch shoulders	Yes		0.50	
564	Red Fox Ln	Dist. 1		Yes		0.79	
605	Sterling Dr	Dist. 1		Yes		0.79	
422	Hurley Dr	Dist. 1	ditch shoulders	Yes		0.16	
97	Gayle Rd	Dist. 1		Yes		0.71	
264	Burton Rd	Dist. 1	Standing Water	Yes		0.67	
73	Isabel Ln	Dist. 1		Yes		0.65	
86	Detwiler St	Dist. 1	shoulder erosion , washout	Yes		0.63	
585	Shallow Creek Rd	Dist. 1		Yes		0.61	
478	Litzler Dr	Dist. 1	Clean street				0.51
34	Cambridge Dr	Dist. 1		Yes		0.59	
414	Holt Rd	Dist. 1		Yes		0.57	
569	Roadside Dr	Dist. 1	standing water	Yes		0.57	
46	Jones Rd	Dist. 1		Yes		0.55	
407	Hickory Top Landing Rd.	Dist. 1		Yes		0.53	
430	J R & F A Richburg Rd	Dist. 1		Yes		0.53	
658	Winnwood Ln	Dist. 1		Yes		0.53	
36	Cooper Ln	Dist. 1		Yes		0.52	
72	Guess Rd	Dist. 1		Yes		0.51	
40	Enlow Ct	Dist. 1		Yes		0.49	
526	Orange Dr	Dist. 1		Yes		0.49	
198	Birch Dr	Dist. 1	Surface washed out	Yes		0.48	
607	Stonecrop Rd	Dist. 1		Yes		0.45	
528	Palm Springs Dr	Dist. 1		Yes		0.42	
643	Veterans Rd	Dist. 1	ditch shoulders	Yes		0.21	
368	Festival Dr	Dist. 1	ditch shoulders	Yes		0.30	
365	Fawn Ln	Dist. 1	potholes	Yes		0.18	
372	Fox Hill Dr	Dist. 1		Yes		0.38	
635	Unnamed Corbett Loop	Dist. 1		Yes		0.37	
380	Gala Cir	Dist. 1		Yes		0.36	
196	Serenity Dr	Dist. 1	Surface washed out	Yes		0.14	
71	Garlie Cir	Dist. 1	Standing Water	Yes		0.33	
204	Gipp St	Dist. 1		Yes		0.32	
43	Haviland Rd	Dist. 1		Yes		0.30	
634	Unnamed at	Dist. 1		Yes		0.30	

	Garvey						
397	Hall St	Dist. 1		Yes		0.28	
467	Lang Rd	Dist. 1		Yes		0.28	
533	Paul's Rd	Dist. 1		Yes		0.25	
631	Unnamed at Brock	Dist. 1		Yes		0.25	
404	Heather Way	Dist. 1		Yes		0.22	
468	Larkspur Dr	Dist. 1	water	Yes		0.22	
280	Casselman Dr	Dist. 1		Yes		0.21	
608	Sugar Hill Ln	Dist. 1	minor pot holes	Yes		0.19	
379	G Cir	Dist. 1		Yes		0.18	
441	Joe Rogers, Jr Blvd	Dist. 1		Yes		0.18	0.85
518	Muller Dr	Dist. 1		Yes		0.18	
583	Seldom Rest Ln	Dist. 1		Yes		0.18	
293	Chipmunk Ln	Dist. 1		Yes		0.16	
499	McGee Rd	Dist. 1		Yes		0.15	
514	Mosstree Ct	Dist. 1	Patching RA			0.36	
576	Saluda St	Dist. 1		Yes		0.14	
234	Armour Hill Dr	Dist. 1		Yes		0.13	
361	Eubanks Dr	Dist. 1		Yes		0.12	
546	Ponce St	Dist. 1		Yes		0.11	
362	Fair Oaks Dr	Dist. 1		Yes		0.10	
487	M Hatcher Rd	Dist. 1		Yes		0.10	
502	McNair Dr *	Dist. 1		Yes		0.10	0.37
317	Crow Ln	Dist. 1	Water	Yes		0.09	
453	Kephart Ln	Dist. 1		Yes		0.09	
647	W F H	Dist. 1		Yes		0.06	
636	Unnamed Culdesac	Dist. 1		Yes		0.05	
490	Mallard Ln	Dist. 1		Yes		0.04	
523	Ohio St	Dist. 1		Yes		0.04	
618	Timmer St	Dist. 1		Yes		0.04	
377	Frierson St	Dist. 1		Yes		0.02	
406	Hickory Top Landing Rd.	Dist. 1		Yes			
640	Updike St	Dist. 1		Yes			0.24
102	Olin Rd	Dist. 1	some standing water			1.46	
197	Bald Eagle Rd	Dist. 1	Several areas with water			0.43	
350	Ed Boyd Dr	Dist. 1	water at last house			0.21	
525	Oliver James Rd	Dist. 1	some shoulder flooding			1.25	
535	Penn Brook Dr	Dist. 1	Some flooding			1.36	
Totals						107.29	6.09

DISTRICT 2

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
190	Henry Rd	Dist. 2	Major Washout at Branch	Yes		2.4	

215	J W Rhames Rd **	Dist. 2	Major Washout	Yes	Washout under roadway		4.05
138	Gibbons St. Dirt	Dist. 2	Washed Out Major		Temp repairs made - permanent repairs needed.	0.20	
95	Dave Plowden Pond Rd	Dist. 2	Washed Out Repair	Yes	Temp repairs made. Passable up to pond. Additional repairs needed.	3.56	
33	Boston Wells Rd	Dist. 2	Two major washouts	Yes	requires road base/grading	1.59	
107	Tobias Rd	Dist. 2	Water, washouts	Yes		2.06	
53	Brogdon Rd County	Dist. 2	Side washouts	Yes	US 521 end not passable	3.92	
221	Aspendale Rd	Dist. 2	Bad Washout, 104 Tons	Yes		0.22	
94	Copper Kettle Ln	Dist. 2	Washout, Needs base	Yes		1.71	
37	Coskrey Rd	Dist. 2	Washed Out	Yes	School bus route	1.09	
166	Damascus Rd	Dist. 2	Impassible, dozer work	Yes		1.03	
50	Wateree Rd	Dist. 2		Yes		1.76	
52	Austrian Pine Ln	Dist. 2	Replace 15" Pipe washout	Yes	Major erosion	0.92	
42	Grasshopper Ln	Dist. 2		Yes		1.25	
16	Fawn Ridge Rd	Dist. 2	Pipe washed out, water	Yes	School bus route / Need to address long term drainage issues	1.98	
77	Lockwood Cir	Dist. 2	Washed out, shoulders ph	Yes	installed 2 culverts	0.74	
177	Murray Rd	Dist. 2		Yes		2.64	
200	Burkwood Ln	Dist. 2	60' washout, pipe	Yes		0.58	
14	Arlen Rd	Dist. 2		Yes		2.56	
87	Drawbridge Rd	Dist. 2	Clogged culverts	Yes		1.54	
203	Driggers Ln	Dist. 2	Small washout	Yes		2.22	
155	Holladay Rd	Dist. 2	water on road	Yes		2.18	
134	Billie Dr	Dist. 2	Two washouts 10/11		School bus route	1.31	
81	Pleasant Grove Rd	Dist. 2	Clean culverts, one load fill	Yes		1.64	
121	Fairfield Rd	Dist. 2	Washed out, 30 CY water, erosion, 2 loads	Yes	GPW work 10/27 - School bus route	1.41	
135	Crayton Height Rd	Dist. 2		Yes	GPW 10/26	0.40	
602	St John Church Rd	Dist. 2	Trees in road	Yes		1.91	
174	Gatwick Rd	Dist. 2	Washout	Yes		1.48	
219	Pontiac Dr	Dist. 2	Not Passable, 2 res., 100 CY	Yes		0.19	
85	Tennessee St	Dist. 2	Impassable,	Yes		0.91	

			washed out, ph				
189	Sweatt Rd	Dist. 2	Road washed, pipe, collapse	Yes		0.69	
140	Mitchum Rd	Dist. 2	Washout, Needs dirt			2.19	
55	Grandma Dr	Dist. 2	Washout, impassible	Yes		0.99	
76	Little Star Rd	Dist. 2	Culvert clean, one load fill	Yes		1.16	
301	Colonels Run	Dist. 2		Yes		1.55	
444	Jordan Church Rd	Dist. 2		Yes		1.55	
38	Doc Naomi Rd	Dist. 2	Needs repair			1.38	
570	Robert Rees Durant Rd	Dist. 2	washout, crushed culvert	Yes		0.72	
142	Raccoon Rd	Dist. 2		Yes		1.51	0.11
587	Shaw Rd	Dist. 2		Yes		1.46	
188	Keels Rd	Dist. 2	Sinkhole			1.45	
637	Unnamed on Buchanan	Dist. 2		Yes		1.43	
145	Syrup Mill Rd	Dist. 2		Yes		1.4	
220	Tarelton Rd	Dist. 2	Impassable standing water	Yes		1.36	
119	Clearview Dr	Dist. 2	Water, 75CY fill,	Yes		0.74	
63	Yellow Bank Ln	Dist. 2	Washed out	Yes	GPW 10/26	0.52	
127	Pocahontas Cir	Dist. 2	Not passable, 20 CY	Yes		0.72	
139	Jerro Rd	Dist. 2	Potholes, shoulder	Yes		0.91	
61	Violet Dr	Dist. 2	poor condition	Yes		0.90	
66	Barnhill Ln	Dist. 2	Potholes, major erosion	Yes		0.70	
146	Thompson Dr	Dist. 2	Under water	Yes		1.27	
60	Stewart St	Dist. 2	washout one load of fill	Yes		0.45	
179	Ray Duke Dr	Dist. 2	water and washouts	Yes		0.45	
148	Bay Shadow Dr	Dist. 2	Water on road PH	Yes		0.64	
253	Boyd Rd	Dist. 2		Yes		1.17	
639	Unnamed to Murdock	Dist. 2		Yes		1.12	
54	Crow Bay Rd	Dist. 2	Potholes, water, shoulders	Yes		0.66	
68	Brizel Ln	Dist. 2	Washouts, water	Yes	GPW 10/27	1.06	
322	Curtis Rd	Dist. 2	Closed with ditch	Yes		1.06	
7	Ponderosa Rd	Dist. 2	Minor washout			0.64	
173	Eagle Rd	Dist. 2	erosion	Yes		0.24	
599	Sportsman Dr	Dist. 2	Ditches clogged				0.53
186	Willow Tree Ave	Dist. 2	Side Washout	Yes		0.38	
374	Frederick Rd	Dist. 2	water, rough	Yes		0.98	
105	Peddlers Ln	Dist. 2		Yes		0.94	
286	Celissia Rd	Dist. 2	washout, 1 load	Yes		0.31	
228	Allen Rd	Dist. 2	Clean around culvert	Yes		0.30	

532	Patton Rd	Dist. 2	Water	Yes		0.88	
1	Clyburn Dr	Dist. 2	Shoulders, erosion	Yes		0.84	
12	Vista Ln	Dist. 2	condition poor	Yes		0.42	
120	Early Bird Rd	Dist. 2		Yes		0.82	
355	Eliason Rd	Dist. 2		Yes		0.82	
133	Trout Ave	Dist. 2	washout			0.24	
398	Hanging Moss Rd	Dist. 2	Grading shoulders patching			0.35	
409	High Hills Ln	Dist. 2	ditches and culvert cleaned				0.34
575	Salt Cedar Ln	Dist. 2	Washed Out	Yes		0.20	
192	Brentfield Dr	Dist. 2	Not passible, 30 CY	Yes		0.19	
59	Sleepy Hollow Dr	Dist. 2		Yes		0.78	
170	Bradshaw Rd	Dist. 2		Yes		0.77	
244	Big Lake Rd	Dist. 2		Yes		0.77	
421	Hunters Ln	Dist. 2	Clogged culvert	Yes		0.35	
175	Granite Dr	Dist. 2	minor washout	Yes		0.30	
614	Tara Ln	Dist. 2		Yes		0.70	
69	Charwood Rd	Dist. 2	poor condition	Yes		0.29	
91	Strickland Rd	Dist. 2		Yes		1.38	
194	Gusty Ln	Dist. 2	Fill Needed	Yes		0.28	
545	Pompey Town Rd	Dist. 2	Shoulder Repair				1.66
486	Lyden Ave	Dist. 2		Yes		0.66	
207	Sutton Rd	Dist. 2	Potholes, water	Yes		0.63	
115	Caine Ln	Dist. 2		Yes		0.61	
79	Magnolia Cor	Dist. 2		Yes		0.60	
209	George Conyers Rd	Dist. 2	Ditches clogged				0.42
56	Herod Dr	Dist. 2	Some Potholes	Yes		0.58	
298	Clark Rd	Dist. 2		Yes		0.58	
6	Pocalla Dr	Dist. 2	Potholes	Yes		0.57	
122	Herring Dr	Dist. 2	minor washout, potholes	Yes		0.56	
222	Curtis Millpond Rd	Dist. 2	Impassible	Yes		0.56	
217	Abernathy St	Dist. 2	Culvert clogged	Yes		0.14	
4	Lancaster Way	Dist. 2		Yes		0.53	
303	Connor Rd	Dist. 2	potholes	Yes		0.33	
438	Jensen Rd	Dist. 2	gravel, resident access	Yes		0.13	
216	Maggie Ln	Dist. 2	1 load dirt	Yes		0.12	
65	Azalea Ln	Dist. 2	Bad erosion	Yes		0.25	
75	Joe & Marie Rd	Dist. 2		Yes		0.50	
151	Crestview Ln	Dist. 2	Pot holes	Yes		0.49	
285	Celeron Cir	Dist. 2		Yes		0.49	
385	Geddings Rd	Dist. 2		Yes		0.49	
471	Laurens Ave	Dist. 2		Yes		0.49	
496	McDuffie Dr	Dist. 2		Yes		0.28	
67	Beverly Dr	Dist. 2	Deep washouts, water	Yes		0.47	
254	Bramble Rd	Dist. 2		Yes		0.47	

58	Lone Wolf Way	Dist. 2		Yes		0.45	
388	Goodwill Church Rd	Dist. 2		Yes		0.45	0.33
423	Hyman Dr	Dist. 2		Yes		0.44	
589	Sheridan Dr	Dist. 2		Yes		0.44	
123	Huber St	Dist. 2		Yes		0.43	
125	Melody Ln	Dist. 2		Yes		0.43	
83	Sammy Nelson Rd	Dist. 2	Shoulder erosion	Yes		0.42	
628	Tuttle Dr	Dist. 2		Yes		0.42	
113	Bayview Dr	Dist. 2	Side Erosion	Yes		0.41	0.67
114	Bream Ave	Dist. 2	washout, debris	Yes		0.41	
116	Calico Ave	Dist. 2	minor washout			0.23	
432	James Loop Rd	Dist. 2	minor washout, debris			1.18	
556	R Johnson Rd	Dist. 2	Water	Yes		0.40	
630	Unnamed Rd 527 & I95	Dist. 2	Culvert needs cleaning	Yes		0.20	
581	Savage Rd	Dist. 2		Yes		0.39	
132	Stateburg Ln	Dist. 2	Rough	Yes		0.38	
211	McKinney Rd	Dist. 2		Yes		0.38	
291	Chester Rd	Dist. 2		Yes		0.38	
586	Sharpe Ln	Dist. 2		Yes		0.38	
579	Sapling Ln	Dist. 2		Yes		0.37	
143	Sissel Dr	Dist. 2	minor washout	Yes		0.16	
229	Amberside Dr	Dist. 2	washouts	Yes		0.36	
469	Larrimore Dr	Dist. 2		Yes		0.36	
484	Lowder St	Dist. 2		Yes		0.36	
147	Viking Ct	Dist. 2		Yes		0.35	
154	Glory Cir.	Dist. 2		Yes		0.35	
195	Maridge Way	Dist. 2	Rough washouts	Yes		0.34	
596	Snowy River Pl	Dist. 2		Yes		0.34	
108	Turkey Crest Ln	Dist. 2		Yes		0.33	
172	Crews Dr	Dist. 2	Potholes, water	Yes		0.33	
294	Chisum Trl	Dist. 2		Yes		0.33	
449	Junkyard Cemetary Rd	Dist. 2		Yes		0.33	
632	Unnamed at Connor	Dist. 2		Yes		0.33	
129	Shadow Oak Rd	Dist. 2		Yes		0.12	
157	J L Robinson Rd	Dist. 2		Yes		0.32	
270	Capers Corena Dr	Dist. 2		Yes		0.32	
320	Cummings Rd	Dist. 2		Yes		0.32	
93	Whistle Top Ln	Dist. 2		Yes		0.3	
654	Welsh Poppy Cir	Dist. 2		Yes		0.3	
232	Archer Av	Dist. 2	Clogged ditches	Yes		0.29	
289	Chamber Ln	Dist. 2	Water	Yes		0.28	
375	Freewill Church Rd	Dist. 2		Yes		0.28	
124	Malibu Dr	Dist. 2	Patching RA			0.69	
3	Hinson Dr	Dist. 2		Yes		0.27	
180	Saw Mill Rd	Dist. 2		Yes		0.27	
208	Whitmire Ln	Dist. 2	Rough	Yes		0.27	
625	Travis Ln	Dist. 2	potholes	Yes		0.27	

92	Virginia Way	Dist. 2		Yes		0.26	
118	Church Rd	Dist. 2		Yes		0.26	
328	Deal St	Dist. 2		Yes		0.26	
369	Ficus St	Dist. 2		Yes		0.06	
617	Timberline Ln	Dist. 2		Yes		0.26	
248	Blackwell Dr	Dist. 2		Yes		0.25	
273	Cardinal Dr	Dist. 2		Yes		0.25	
594	Sister Rd	Dist. 2		Yes		0.25	
5	Mustang Ln	Dist. 2		Yes		0.24	
503	Meadow Brook Dr	Dist. 2	potholes	Yes		0.24	
31	Alto St	Dist. 2	Needs dirt	Yes		0.23	
509	Middle Dr	Dist. 2		Yes		0.23	
117	Christopher St	Dist. 2		Yes		0.22	
611	Sweetwater St	Dist. 2		Yes		0.22	
511	Mockingbird Ln	Dist. 2	Patching				0.53
473	Leonard St	Dist. 2		Yes		0.21	
10	Riley Rd	Dist. 2		Yes		0.20	
112	Bayview Dr	Dist. 2	minor potholes	Yes			
512	Moose Hill Dr	Dist. 2		Yes		0.20	
543	Plumleaf Ln	Dist. 2		Yes		0.20	
571	Rockfish Dr	Dist. 2	Patching				0.49
144	Sweet-Pea Ln	Dist. 2		Yes		0.19	
448	Jul-net Rd	Dist. 2		Yes		0.18	
311	Cox Rd	Dist. 2		Yes		0.16	
263	Burdell Dr	Dist. 2		Yes		0.15	
443	Joliff Ct	Dist. 2		Yes		0.15	
290	Chase Cir	Dist. 2		Yes		0.14	
472	Lazy Daisy Rd	Dist. 2		Yes		0.14	
446	Judy B Rd	Dist. 2		Yes		0.13	
349	Echo Ln	Dist. 2		Yes		0.12	
485	Lumley Ave	Dist. 2		Yes		0.12	
644	View Ln	Dist. 2		Yes		0.12	
137	Flagbury Ct	Dist. 2		Yes		0.11	
319	Culp St	Dist. 2		Yes		0.11	
383	Gardenia Ln	Dist. 2		Yes		0.11	
30	Adelside Ct	Dist. 2	Rough washouts	Yes		0.10	
282	Cato St	Dist. 2	Trim trees	Yes		0.10	
283	Cato St	Dist. 2	Trim trees				0.14
346	Dudie Ct	Dist. 2		Yes		0.10	
417	Howell St	Dist. 2		Yes		0.10	
619	Tisdale Ave	Dist. 2	Road Behind	Yes		0.10	
547	Pond View Rd	Dist. 2	Minor Patching			0.23	
342	Doyle St	Dist. 2		Yes		0.09	
359	Ernest Ln	Dist. 2		Yes		0.09	
657	Windham Rd	Dist. 2		Yes		0.09	
274	Carissa Ln	Dist. 2		Yes		0.08	
550	Poston Ln	Dist. 2		Yes		0.08	0.30
335	Dobson Dr	Dist. 2		Yes		0.07	
428	Ithica St	Dist. 2		Yes		0.07	
595	Skyland Ave	Dist. 2		Yes		0.07	

310	Covet St	Dist. 2		Yes		0.06	
447	Julian Ln	Dist. 2		Yes		0.06	
663	Yankee Dr	Dist. 2		Yes			

Totals 125.93 9.57

DISTRICT 3

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
159	Mill Branch Rd	Dist. 3	Major Washout, 4-36"	Yes	Road soggy, wet, flooded	0.82	
70	Garland Rd County/State	Dist. 3	Washout at Creek	Yes	Culvert damage	2.28	
199	Black Bottom Rd	Dist. 3	Pipe	Yes		0.78	
164	Tumey Ln	Dist. 3		Yes	Boggy, wet	0.37	
165	Turtle Ln	Dist. 3	Potholes, shoulder	Yes		0.64	
171	Carrot Ln	Dist. 3		Yes	Boggy, wet	0.32	
126	Player Rd	Dist. 3	Potholes	Yes	Boggy, wet	0.97	
149	Beautyberry Rd	Dist. 3		Yes	Boggy, wet	0.81	
18	Knowlton Rd	Dist. 3	pot holes	Yes	School bus route	2.13	
167	Armato Ln	Dist. 3		Yes		0.25	
622	Tram Rd	Dist. 3		Yes		1.68	
152	Evans Rd County/State	Dist. 3	Impassable, water	Yes		1.56	
650	Wardell Rd	Dist. 3		Yes		1.41	
275	Carleton Rd	Dist. 3		Yes		1.33	
240	Beard Rd	Dist. 3		Yes		1.19	
158	Marcus Ln	Dist. 3	Potholes, shoulder			0.78	
497	McFadden-Gamble Rd	Dist. 3		Yes		1.18	
652	Welch Rd	Dist. 3		Yes		1.17	
326	David Chalmers Rd	Dist. 3		Yes		1.07	
309	Cousar Rd	Dist. 3	Pot holes, pipe, ditches			0.59	
20	County Rd	Dist. 3	Washout, pipe clogged	Yes		0.55	
160	Munn Dr	Dist. 3	Potholes, washout, ditches	Yes		0.32	
529	Parker Rd	Dist. 3		Yes		0.70	
391	Graham Rd	Dist. 3		Yes		0.66	
307	Corner Rd	Dist. 3		Yes		0.64	
451	Kenny Rd	Dist. 3		Yes		0.61	
23	Howard Rd	Dist. 3	pot holes	Yes		0.20	
265	Butterfly Ln	Dist. 3	Clean ditch banks	Yes		0.19	
590	Short Cut Rd	Dist. 3		Yes		0.57	
24	New Town Rd	Dist. 3		Yes		0.56	
25	New Town Rd	Dist. 3		Yes		0.53	
541	Pleasant Acres Ln	Dist. 3	Potholes	Yes		0.52	
557	Racing Rd	Dist. 3		Yes		0.42	
19	Renegade Tr	Dist. 3	Potholes	Yes		0.37	

163	Thunderhead Tr	Dist. 3	Potholes	Yes		0.36	
366	Featherwood Rd	Dist. 3	Potholes	Yes		0.1	
169	Bottlebrush Ln	Dist. 3		Yes		0.29	
161	Pampas Grass Way	Dist. 3		Yes		0.26	
549	Possum Trot Tr	Dist. 3	Potholes	Yes		0.25	
638	Unnamed Rd at Coker	Dist. 3		Yes		0.24	
435	Jarrett Dr	Dist. 3		Yes		0.20	
508	Melton St	Dist. 3	Potholes	Yes		0.08	
565	Reed Rd	Dist. 3	Potholes line clogged	Yes		0.16	
128	Polo Dr	Dist. 3	Potholes	Yes		0.14	
168	Bean St	Dist. 3		Yes		0.14	
491	Mamie Kinney Ln	Dist. 3		Yes		0.13	
381	Gamewell Dr	Dist. 3		Yes		0.12	
382	Gamewell Dr	Dist. 3		Yes		0.12	
427	Iris Ln	Dist. 3	potholes	Yes		0.11	
477	Linden St	Dist. 3		Yes		0.11	
555	Quince Dr	Dist. 3		Yes		0.11	
620	Tobacco St	Dist. 3		Yes		0.09	
Totals						31.18	0.00

MANNING

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
480	Loblolly Dr	Manning	Some Potholes				0.46
481	Longleaf Dr	Manning	Some Potholes				0.24
255	Branchview Dr	Manning	Ditch work				0.28
390	Grace St	Manning		Yes		0.12	
287	Center St	Manning		Yes		0.04	
418	Howell St	Manning		Yes		0.01	
Totals						0.17	0.98

PAXVILLE

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
321	Curtis Millpond Rd	Paxville		Yes		0.42	
184	Geddings Rd	Paxville		Yes		0.33	
615	Thomas Harvin Cir	Paxville		Yes		0.19	
11	Riley Rd	Paxville		Yes		0.10	
Totals						1.04	0.00

TURBEVILLE

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
394	Green Street	Turbevill e		Yes		0.18	
551	Powell Circle	Turbevill e		Yes		0.12	
182	Thigpen Rd	Turbevill e		Yes		0.08	

610	Sunshine Acres	Turbevill e		Yes		0.08	
Totals						0.46	0.00

SUMMERTON

Road Count	Name	Dist / City	Initial Assessment Repairs Needed	Grading/ Shaping Needed	Comments	Unpaved Mileage	Paved Mileage
223	Gipp St	Summert on	Needs Fill 100 CY	Yes		0.15	
411	Hill St.	Summert on	Water over rd	Yes		0.23	
653	Wells Rd	Summert on	Water over rd	Yes		0.16	
416	Hope St	Summert on		Yes		0.07	
392	Grant Martin St	Summert on		Yes		0.06	
378	Frierson St	Summert on		Yes		0.05	
Totals						0.79	0.00

FORM 1

SUBMITTAL FORM(S)

RFP

Offeror shall note that submission of a response to this Request for Proposals, authorizes Clarendon County or its agents/representatives to make inquiries concerning the Offeror and the offer submitted from any entity it deems appropriate.

Date of Offer: _____ **Federal Identification Number:** _____

Offeror Firm/Company Name: _____

Offeror Mailing/Street Address: _____

Offeror City / State / Zip: _____

Telephone Number: _____ **Fax Number:** _____

Website Address: _____

Name / Title of Authorized Agent: _____

Signature of Authorized Agent: _____

Telephone Number: _____ **Fax Number:** _____

E-mail Address: _____

Employee Name Licensed With SC
Licensing Board (Qualifier):

License Number:

Number of Years:

Number of Years with Company:

Are you certified as a DBE (disadvantaged business enterprise) by the State of South Carolina?

Yes No If yes, provide certification number: _____

If no, would you qualify as a DBE based on being at least fifty-one percent (51 %) Ownership by a woman or person of ethnic (non-white) origin? Minority-owned Woman-owned No

Are you willing to make positive efforts to use a DBE as sub-contractors for this project? Yes No

Acknowledge receipt of all addenda issued:

Addendum Number: _____

Initials: _____

Addendum Number: _____

Initials: _____

Addendum Number: _____

Initials: _____

Clearly list any deviations from the requested specifications and fully explained such deviations?

Please indicate if you have previously provided products/services to Clarendon County.

FORM 2

Key Personnel & Qualifications & Experience

Offerors shall submit their responses to the Request for Proposals in the order/format listed below:

1. Qualifications of Firm

1. Summary of Qualifications: Provide a description and history of the firm which summarizes Proposer's experience in all aspects of civil works construction (reference resources, operations, planning, contract management, accounting systems, and knowledge and experience with Federally reimbursed projects).

2. Resources / Equipment: Provide a list of contractor owned equipment that is applicable to the scope of work included herein.

3. Litigation Summary: Provide a list of all claims, arbitrations, administrative hearings, and lawsuits brought against your company. Has the proposer been a defendant in any litigation in the last ten years? If so, provide a detailed description of such litigation and the outcome. Has the proposer ever been the subject of an investigation involving construction work? If so, provide a detailed description of the investigation and its outcome. Has the proposer ever brought suit against a state or local government? If so, provide a detailed description of the suit and its outcome. Is the proposer currently barred from doing FEMA related work?

2. Technical Approach

1. Project Approach: Provide a short narrative description of your overall approach to completing the scope of work required by the County.

2. Accounting & Document Management: Describe your approach to documenting work completed, invoicing and documentation.

3. Quality Control: Briefly describe your approach and methods used to ensure that quality work is performed.

3. Project Management

1. Key Personnel: Provide a list of key personnel to be assigned to provide the required services including brief resumes (not to exceed 1 page each) for each describing experience, training, and education relevant to the required services.

2. Certifications: Provide a list of certifications held by key personnel.

4. References

1. References: List at least three references. The reference list should demonstrate the company's work experience with roadway / civil works projects and identify each reference with contact name, address, and telephone number. Letters of reference may be included.

Provide detailed employee resumes for those persons performing the following functions:

- a. Project Oversight/Management
- b. Assessment of Market Factors & Lead Time Management
- c. Cost Estimating
- d. Site Superintendent
- e. Subcontractor Scheduling & Management
- f. Quality Assurance
- g. Safety and Claims Management

Provide detailed resumes for those persons/organizations performing the following functions when Offeror does not have in-house expertise to do so but must outsource the work (subcontractor)

Qualifications & Capability

FORM 3

1. Number of consecutive years you have operated as a General Contractor: _____

Number of years licensed in State of South Carolina: _____

Number of years you have operated under the current name and structure: _____

If less than five (5), provide name of previous company: _____

Name of Qualifier: _____

SC License Number: _____

Explanation for reorganization to current name and structure: (Explain on separate sheet)

Number of permanent employees: _____

Number of Construction Project Managers: _____

Number of Field Supervisors: _____

Number of Clerical Staff: _____

Provide copy of incorporation and licensing.

2. Do you have an accounting system that permits timely and adequate development of cost data accurately across all Projects in progress acceptable to general accounting standards? Yes No

Do you currently have and use Expedition software to manage projects and communicate with subcontractors, project managers and owners? Yes No

State current financial _____ Dunn & Bradstreet Other _____

rating: _____ (Specify): _____

Provide information on your certified public accountant:

Name: _____

Phone Number: _____ Address: _____

Contact Name: _____ Address: _____

(Financial statements are not required at this time; however, by providing this information, you are authorizing your Accountant to release such financial information to Clarendon County, upon request and as required, that will assist Clarendon County in determining your financial stability.)

Have you in the past five (5) years or do you anticipate currently or in the future to: File a voluntary or involuntary petition of bankruptcy? Yes No Be insolvent? Yes No

Be appointed a receiver or trustee? Yes No

Be assigned for the benefit of creditors? Yes No (If answered yes to any question, explain on separate sheet)

3. Provide information on your bonding company:

Name: _____

Phone Number: _____ Address: _____

Contact Name: _____ Address: _____

Licensed in South Carolina? Yes No Listed on US Treasury List, Circular 570? Yes N

Provide information on your attorney-in-fact:

Name: _____

Phone Number: _____ Address: _____

Contact Name: _____ Address: _____

By providing this information, you are authorizing your Bonding Company and/or Attorney-in-fact to release such bonding information to Clarendon County, upon request and as required, that will assist Clarendon County in determining your financial stability.)

Provide information on other bonding company or attorney-in-fact you have had in past five (5) years. (Separate Sheet)

Maximum amount allowed to bond an individual project: \$ _____

Aggregate bonding capacity as of the date of this offer: \$ _____

Amount of aggregate bonding capacity utilized as of the date of this offer: \$ _____

Number of applications for payment and performance bonds made in past five (5) years:

Number of those applications denied: _____ (Explain on Separate Sheet)

Have any claims filed against your surety in past five (5) years? Yes No (If yes, explain on separate sheet)

4. List current insurance experience modifier rating (EMR): _____

List current workers' compensation experience modification rating (EMR), if different: _____

Explain your established safety plan for this Historical building project. (Explain on separate sheet)

Do you include subcontractors and suppliers in your safety plan? Yes No (If yes, explain on separate sheet)

Briefly describe, citing specific evidence of your safety record for the past five (5) years. (Explain on separate sheet)

5. Have you filed any lawsuit or requested arbitration/mediation relative to a construction contract in past ten (10) years?

Yes No (If yes, explain on separate sheet) Have you failed to complete any contracted work or been found in

breach or default on any contract in past ten (10) years? Yes No (If yes, explain in detail on separate sheet)

Have you ever failed to pay a subcontractor/supplier amounts owed that resulted in a lawsuit, judgment, lien or other

action by the subcontractor/supplier to collect monies owed? Yes No (If yes, explain in detail on separate sheet)

Are there currently any judgment, claim, arbitration, mediation proceedings or lawsuits pending/outstanding at the time of

This offer? Yes No (If yes, explain in detail on separate sheet) Have you or any officer, director, key employee or

qualifier been convicted of a state/federal crime related to construction contracting including violations of ethics, anti-trust laws, fraud, conspiracy to bid rig or other such acts in the past ten (10) years?

Yes No (If yes, explain in detail on separate sheet)

Are you currently or have you ever been debarred from bidding or contracting with any public entity in any state or with

the federal government? Yes No (If yes, explain in detail on separate sheet) Have you or any officer, director, key

employee or qualifier had a contractor's license revoked or been assessed any fines or issued any consent orders/letters

or other administrative action by a contractor's licensing board? Yes No (If yes, explain in detail on separate sheet)

“PRICE PROPOSAL” SUBMITTAL FORM

FORM 4

Clarendon County Flood Recovery Roadway Repairs – DR 4241			
PROPOSED UNIT PRICE SCHEDULE			
BAMS #	DESCRIPTION	UNIT	UNIT PRICE
1031010	MOBILIZATION (PER SITE)	EA	
1071000	TRAFFIC CONTROL (PER DAY)	EA	
2031000	UNCLASSIFIED EXCAVATION	CY	
2033000	BORROW EXCAVATION (1-1000 CY)	CY	
2033000	BORROW EXCAVATION (1001 CY & ABOVE)	CY	
2081001	FINE GRADING	SY	
2091100	SELECT MATERIAL FOR SHOULDERS & SLOPES	CY	
2103000	FLOWABLE FILL	CY	
3050199	GRADED AGGREGATE BASE COURSE (1-500 SY)	TON	
3050199	GRADED AGGREGATE BASE COURSE (501 SY & ABOVE)	TON	
3069900	MAINTENANCE STONE	TON	
-	ASPHALT MILLINGS FOR PAVING	TON	
3100310	H/M ASPH. BASE CR.-TYPE A INCLUDES BINDER (1-100 TON)*	TON	
3100310	H/M ASPH. BASE CR.-TYPE A INCLUDES BINDER (101 TON & ABOVE)*	TON	
4012040	FULL DEPTH ASPHALT PATCHING (4" UNIF.)	SY	
4013990	MILL.EXIST.ASPH.PVMT.-VARIABLE	SY	
4020320	H/M ASPH.INTERMEDIATE CR.TYPE B INCLUDES BINDER (1-100 TON)*	TON	
4020320	H/M ASPH.INTERMEDIATE CR.TYPE B INCLUDES BINDER (101 TON & ABOVE)*	TON	
4030340	H/M ASPH.SURF.CR. TYPE C INCLUDES BINDER (1-100 TON)*	TON	

4030340	H/M ASPH.SURF.CR. TYPE C INCLUDES BINDER (101 TON & ABOVE)*	TON	
6270000	TEMPORARY PAVEMENT MARKINGS	LF	
6270000	PERMANENT PAVEMENT MARKINGS (THERMO.)	LF	
6301100	PERM.YEL.PAV.MARK BI-DIR 4"X4"	EA	
7141113	18" RC PIPE CUL.-CLASS III	LF	
7141114	24" RC PIPE CUL.-CLASS III	LF	
7141116	36" RC PIPE CUL.-CLASS III	LF	
7141118	48" RC PIPE CUL.-CLASS III	LF	
7152003	18" CORR. STEEL PIPE CUL.-0.064"	LF	
7152005	24" CORR. STEEL PIPE CUL.-0.064"	LF	
7152008	36" CORR. STEEL PIPE CUL.-0.064"	LF	
7152011	48" CORR. STEEL PIPE CUL.-0.064"	LF	
8041015	RIP-RAP (CLASS A)	CY	
8048200	GEOTEX/EROS.CONT(CLASS2)TYPE A	SY	
8100101	PERM. GRASSING FOR SMALL PROJ.	ACRE	
8153000	SILT FENCE	LF	
	DITCH CHECK	TON	
8156490	STABILIZED CONSTR. ENTRANCE	SY	

NOTES:

- If your firm is not capable of offering asphalt paving please indicate in your proposal by placing "N/A" in Unit Cost field.
- BAMS Specifications are included in the South Carolina Dept. of Transportation's 2007 Standard Specifications for Highway Construction which can be found at http://www.scdot.org/doing/doingpdfs/2007_full_specbook.pdf
- The County anticipates that work along roadways will be a continuous process that will not require equipment to be loaded and unloaded multiple times. Hence – it is anticipated that the mobilization unit price will only be paid once.
- Contractor will be required to take before and after photo documentation of all work in order to justify payment.

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

EXHIBIT A
Page 2

2. Workers' Compensation

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

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

Required certificates should be mailed to: Tamika Malone, CPPO, CPPB
Clarendon County Procurement Department
411 Sunset Drive, Room 603

Project: ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD

It is hereby warranted that the CONTRACTOR possesses LICENSE NUMBER _____ issued by the State of South Carolina.

WITNESSETH:

CONTRACTOR/VENDOR:

Signature & Title:

WITNESSETH:

CLARENDON COUNTY

Tamika Malone, CPPO, CPPB
Procurement Director
Clarendon, SC

EXHIBIT B

Page 1

**Clarendon County
Drug-free Workplace Certification
(Consultant/Vendor Other Than Individuals)**

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

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

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

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Consultant's/Vendor's workplace and specifying the actions that will be taken against employees for violation of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a)The dangers of drug abuse in the workplace;
 - (b)The Consultant's/Vendor's policy of maintaining a drug-free workplace;
 - (c)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d)The penalties that may be imposed upon employees for drug violations;

- (3) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (1) above;
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the contract, the employee will:
 - (a) Abide by the terms of the statement, and
 - (b) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after the conviction;
- (5) Notifying the using agency within ten (10) days after receiving notice under subparagraph (4) (b), from an employee or otherwise receiving actual notice of the conviction;
- (6) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b) with respect to any employee who is convicted:
 - (a) Taking appropriate personnel action against the employee, up to and including termination; and

EXHIBIT B
Page 2

(b) Requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6) above.

Project: **ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD**

It is hereby warranted that the CONTRACTOR possesses LICENSE

NUMBER _____ issued by the State of South Carolina.

WITNESSETH:

CONTRACTOR/VENDOR:

Signature & Title:

WITNESSETH:

CLARENDON COUNTY

Tamika Malone, CPPO, CPPB
Procurement Director
Clarendon, SC

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT C
Page 2

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Project: **ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD**

It is hereby warranted that the CONTRACTOR possesses LICENSE

NUMBER _____ issued by the State of South Carolina.

WITNESSETH:

CONTRACTOR/VENDOR:

Signature & Title:

WITNESSETH:

CLARENDON COUNTY

Tamika Malone, CPPO, CPPB
Procurement Director
Clarendon, SC

49 CFR PART 29—SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Clarendon County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Clarendon County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Project: **ROAD & DRAINAGE REPAIRS/REQUIRED RECOVERY RESULTING FROM 2015 FLOOD**

It is hereby warranted that the CONTRACTOR possesses LICENSE

NUMBER _____ issued by the State of South Carolina.

WITNESSETH:

CONTRACTOR/VENDOR:

Signature & Title:

WITNESSETH:

CLARENDON COUNTY

Tamika Malone, CPPO, CPPB
Procurement Director
Clarendon, SC

EXHIBIT E

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

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number

CONTRACTOR'S BIDDERS LICENSE # _____

CONTRACTOR'S LICENSE # _____

NO OFFER/BID/PROPOSAL" RESPONSE FORM

To submit a "No Offer/Bid/Proposal" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the County file has current information, or if you wish to be added to Clarendon County's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Offer/Bid/Proposal"

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone

/ _____
Fax