



INVITATION FOR BIDS
Installation of Residential Septic Systems

Sewee to Santee Watershed Project
December 12, 2011

This project was funded wholly or in part by the US EPA under a Section 319 Grant through the SC Department of Health and Environmental Control (SC DHEC).

PROJECT OVERVIEW

DATE:	December 12, 2011
SOLICITATION NUMBER:	IFB NO. S2S -3
DESCRIPTION OF WORK:	Installation of Residential Septic Systems
PRE-BID CONFERENCE: (Optional, but recommended)	December 19, 2011: 10:00 A.M. DHEC Environmental Health Offices, Conf. Room 214 Lonnie Hamilton, Jr. Public Services Building 4045 Bridge View Drive, Suite B154 North Charleston, SC 29405
LAST DAY FOR WRITTEN QUESTIONS:	January 6, 2012 at 4:00 P.M. Fax No. (843) 727-4541 Email: Debbie.Eckard@sc.nacdnet.net
BID DUE DATE/TIME:	January 11, 2012 at 3:00 P.M.
LOCATION & CONTACT:	Charleston Soil and Water Conservation District 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406 Debbie Eckard: 843-727-4160 x 3 Fax: 843-727-4541 E-mail: Debbie.Eckard@sc.nacdnet.net

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

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GENERAL TERMS AND CONDITIONS

1. PREPARATION, SUBMISSION AND WITHDRAWAL OF BIDS

- A. Bids must be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Bids may not be submitted by FAX, email, or other facsimile transmittal.
- B. Mailed or hand-delivered bids must be submitted in a sealed envelope showing the solicitation number on the outside of the envelope and must be addressed to the Charleston Soil and Water Conservation District, 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406. Each sealed envelope containing a bid shall be marked on the outside with the Bidder's complete name, address, and bid number, along with the due date and time. Failure to do so may result in premature opening of, or a failure to open, such bid.
- C. **Bids submitted after the "Closing" date and time are considered "Late Bids". "Late Bids" will not be opened or considered.**
- D. Bids may be withdrawn by written request received from the Bidder prior to the time set for closing of bid, but not thereafter.
- E. Bidders shall promptly notify the District, in writing, and no later than the last date and time for the submittal of written questions, of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents or the Project premises and local conditions.
- F. Bidders requiring clarification or interpretation of the IFB documents shall make a written request (via mail, fax, or email) which must be received at the Charleston Soil and Water Conservation District no later than the last date and time for submittal of written questions. **All submitted questions and answers will be posted on the District website at <http://www.dnr.sc.gov/conservation/districtsdnr/charleston.html> on a periodic basis, but no less frequently than on December 30, 2011, and January 4, and 10, 2012.** It is your responsibility to monitor the website for the posting of questions and answers. Oral and other interpretations or clarifications will be without legal effect.
- G. Any interpretation, correction or change of the IFB documents will be made by addendum. **It is your responsibility to monitor the District website at <http://www.dnr.sc.gov/conservation/districtsdnr/charleston.html> for any additional information, revisions, or addenda that may be posted.**
- H. No substitutions will be considered after the Contract award except by amendment or change order.

- I. Failure to submit a bid on the form requested or inclusion of any alternates, unit prices, conditions, limitations or provisions not called for, will render the bid irregular; and shall be considered sufficient cause for rejection of a bid. Failure to complete entries in all blanks on the Bid Form shall be considered cause for rejection of a bid.
- J. The District seeks a qualified company to be responsible for completion of the Work (hereinafter "Work") for each of properties described herein. The District reserves the option to award portions of the project to multiple bidders if such is to the advantage of the District. Additionally, Bidders may bid on one or all of the properties described herein and may be awarded one, multiple, or all, at the discretion of the District. Therefore, any one bid submitted by more than one company will be deemed to be a proposal for a joint venture between or among the companies so bidding unless the bid clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture will be held jointly and severally responsible for the entire project and will not be permitted to limit their liability to the District.
- K. The following are included in the Bid Package:
 - General Terms and Conditions
 - Project Specific Terms and Conditions
 - Project Specifications
 - Attachment A: Sample Contract / Purchase Order
 - Attachment B: Sample Forms Required for Bid
 - Attachment C: Sample Forms Required to Close out Job

2. GRATUITIES AND KICKBACKS

- A. **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Violation of this clause may result in Contract termination.

3. NON-COLLUSION OATH

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

4. BIDDER REPRESENTATIONS

Each Bidder by submitting a bid represents that:

- A. The Bidder has read and understands this Invitation for Bids (including all specifications and attachments) and that their bid is made in accordance therewith.
- B. The Bidder has reviewed the Invitation for Bids, has become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the proposed Contract Documents.
- C. The bid is based on the terms, materials, systems and equipment required by this Invitation for Bids, without exception.
- D. The Bidder is qualified and licensed to provide the services and equipment required under this IFB. The Bidder is in good standing and is not under any enforcement actions. If awarded the Contract, the Bidder will conduct the work in a professional, timely manner using Bidder's best skill and attention.

5. AWARD OF CONTRACT

- A. Award of Contract will be made to the lowest responsive and responsible bidder(s) whose bid, conforming to the Invitation for Bids, is most advantageous to the District, price and other factors considered.
- B. The District reserves the right to 1) reject any or all bids and any part of a bid; 2) waive informalities, technical defects, and minor irregularities in bids received; and 3) award the bid(s) received on the basis of individual items or groups of items or the entire list of items.
- C. Award of contract will be made to a bidder who has no current or pending actions of enforcement held against them by either SC DHEC or the Dept. of Labor and Licensing.
- D. The District shall be the sole judge of the suitability of the items or services to be provided pursuant to this Invitation for Bids.

6. NOTICE OF AWARD OF CONTRACT

The successful Bidder will be notified of acceptance of bid by a written Notice of Award of contract. The successful Bidder shall not undertake any work, and the District will not be responsible for payment for any work whatsoever undertaken by successful Bidder prior to issuance of the Contract / Purchase Order(s).

7. MODIFICATION

The District shall have the unilateral right to modify any contract resulting from this IFB, within the general Scope of Work, when the modification is in the best interest of the District. The right to issue change orders is not dependent upon the consent of the successful Bidder. At the direction of the District Chairman, the successful Bidder is obligated to perform the revised contract. Contract fees or prices will be equitably adjusted where an issued change order so demands.

No claim by the successful Bidder for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract. "Final Payment" is defined as the last payment from the District to the successful Bidder of the entire unpaid balance of the Contract sum as adjusted by any approved change orders.

8. INSURANCE REQUIREMENTS

At all times during the term of the Contract the successful Bidder shall carry insurance with required coverages as specified in Attachment B, *Sample Forms Required for Bid*. Refusal or failure to submit such certificate(s) and endorsement(s) shall constitute grounds for the District to revoke its Notice of Award and award the Contract to another successful Bidder. The District may contact the successful Bidder's insurer(s) or insurer(s)' agent(s) directly at any time regarding successful Bidder's coverages, coverage amounts, or other such relevant and reasonable issues related to this Contract. The successful Bidder shall also require any sub-contractors to carry the same coverages in the same amounts.

9. CONDITIONS AFFECTING THE WORK

The successful Bidder shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which can affect the Work or the cost thereof. Any failure by the successful Bidder to do so will not relieve him from responsibility for successfully performing the Work without additional expense to the District. The District assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of any agreement resulting from this IFB, unless such understandings or representations by the District are expressly stated in said agreement.

10. INDEPENDENT CONTRACTOR

The successful Bidder is an independent contractor and shall not be deemed the agent or employee of the District for any purpose whatsoever.

11. BIDDER'S QUALIFICATIONS

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

12. ASSIGNMENT

The successful Bidder shall not assign in whole or in part any contract resulting from this IFB without the prior written consent of the District. The successful Bidder shall not assign any money due or to become due under said Contract without the prior written consent of The District.

13. SUBCONTRACTORS

- A. If any subcontractors will be used for this project, the Bidder shall provide to the District's Administrative Coordinator (Debbie Eckard) a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor. These are not limited to, but may include, electricians and plumbers.
- B. The successful Bidder shall not substitute other subcontractors without the written consent of the District.
- C. The successful Bidder shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.
- D. If at any time the District determines that any subcontractor is incompetent or undesirable, he shall notify the successful Bidder accordingly, and the successful Bidder shall take immediate steps for cancellation of the subcontract and replacement.
- E. Nothing contained in any contract resulting from this Invitation for Bids shall create any contractual relationship between any subcontractor and the District.
- F. It shall be the successful Bidder's responsibility to ensure that all terms required in the attached Contract are incorporated into all subcontracts.
- G. Bidders must complete Subcontractors Data Form for all subcontractors, if applicable; see Attachment B, *Sample Forms Required for Bid*.

14. RETENTION OF RECORDS

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

15. INDEMNIFICATION

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

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

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

The limits of insurance required in the Contract shall not limit the successful Bidder's obligations under this section. The terms and conditions contained in this section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages,

costs and expenses are caused in part by the acts of the District, the successful Bidder's obligations shall be reduced in proportion to the District's fault. The obligations herein shall also extend to any actions by the District to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

16. SUSPENSION OF WORK

The District may order, in writing, the successful Bidder to suspend, delay, or interrupt all or any part of the Work for such period of time as the District may determine to be appropriate for the convenience of the District, or for noncompliance with the Contract requirements.

17. TERMINATION

A. For Default

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

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

Whether or not the successful Bidder's right to proceed with the Work is terminated, it and its sureties shall be liable for any damage to the District resulting from successful Bidder's default.

B. Rights Cumulative

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

18. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A. If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the Work covered by the bid and provided by the successful Bidder are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Contract, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the successful Bidder shall furnish to the District for approval the name of the manufacturer, the

model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the successful Bidder contemplates incorporating in the Work. When required by the Contract or when called for by the District, the successful Bidder shall provide full information concerning the material or supplies which Bidder contemplates incorporating in the Work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

- B. By signing its bid, the successful Bidder will be deemed to have represented that its staff is knowledgeable about and experienced in performing the Work required in this IFB and warrants that it will use best skill and attention to provide above described Work in a professional, timely manner.
- C. The District may, in writing, require the successful Bidder to remove from the Work any employee the District deems incompetent, careless or otherwise objectionable.

19. COMPLIANCE WITH LEGAL REQUIREMENTS

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

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

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

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

20. PERMITS AND LICENSES

- A. The successful Bidder shall, without additional expense to the District, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, a municipality or the District or any other authority having jurisdiction.
- B. Prior to execution of the Contract, the successful Bidder will be required to provide a

copy of its current applicable contractor's license issued by the State of South Carolina or the District on all bids, including those subcontractors subject to licensing which may be required on the Bid Form.

- C. Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses including, but not limited to, applicable County Contractor's Licenses, from the District's Building Inspection and its Revenue Collections Department. Contractor's License Number, Person's Name, and Business Name must all be shown on all required licenses.

21. CONTROLLING LAW

The laws of South Carolina shall govern this Contract. In any litigation arising under this Contract, the Parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in the Circuit Court of the Ninth Judicial Circuit, Charleston County, South Carolina.

22. STATE AND LOCAL TAXES

- A. **Except as otherwise provided, Contract prices shall *include* all applicable state and local taxes.** This is not a tax exempt project.
- B. If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDOR"). When and if the District receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, (See Attachment B, *Sample Forms Required for Bid*), such withholding shall cease.
- C. The successful Bidder shall indemnify and hold harmless the District for any loss, cost, or expense incurred by, levied upon or billed to the District as a result of the successful Bidder's failure to pay any tax of any type due in connection with this Contract.

23. INCORPORATION BY REFERENCE

The contents of this Invitation for Bids, including all drawings, attachments, specifications, and any addenda, will become part of the Contract.

24. NON-DISCRIMINATION

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

25. DRUG -FREE WORKPLACE ACT

The successful Bidder shall comply with the South Carolina Drug-free Workplace Act, Section 44-107-10 et seq., South Carolina Code of Laws (1976, as amended).

PROJECT SPECIFIC TERMS AND CONDITIONS
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1. **PRE-BID CONFERENCE:**
 An optional, but recommended pre-bid conference will be held on **December 19, 2011**, from 10:00-11:00 A.M., at the DHEC Environmental Health Offices Conference Room 214 located at:
 Lonnie Hamilton, Jr. Public Services Building
 4045 Bridge View Drive, Suite B154
 North Charleston, SC 29405

2. **WRITTEN QUESTIONS DEADLINE:**
 The last day and time for submitting written questions (via mail, fax, or email) to the District is no later than **4:00 p.m., January 6, 2012**. All submitted questions and answers will be posted on the District website at <http://www.dnr.sc.gov/conservation/districtsdnr/charleston.html> on a periodic basis, but no less frequently than on December 30, 2011, and January 4, and 10, 2012. It is your responsibility to monitor the website for the posting of questions and answers. Oral and other interpretations or clarifications will be without legal effect.

3. **BID SUBMITTAL DEADLINE:**
 Bids will be received until **3:00 p.m., January 11, 2012, (as indicated on the official clock in the Charleston Soil and Water Conservation District clock)**. Bids will be opened privately by officials of the Charleston Conservation District. *Bids submitted after the "Closing" date and time are considered "Late Bids" and will not be opened or considered.*

4. **PROJECT TIME OF COMPLETION:**
 There will be a maximum of **ten (10) calendar days** for completion of each septic tank project. A Contract/ Purchase Order will be issued for each project. The Contract / Purchase Order(s) will also serve as the Notice to Proceed; however, you must meet with the District Administrative Coordinator (Debbie Eckard) and sign an acknowledgement of actual effective date which will be stated on the Purchase Order. Any work initiated prior to expiration of this Contract must be completed.

5. **PAYMENT TO CONTRACTOR**
 - A. The District agrees to pay for the performance of the Work, including all items necessary to accomplish and complete the Work, in accordance with all terms and conditions as stated in this IFB (No. S2S-3), on the following basis:

 Two (2) payments for each septic system will be made based on the completed Work with the acceptance of the Work by the District's authorized Representative. The first (1st) payment, ninety percent (90%) of the completed work will be paid when the District's authorized Representative has seen the septic system installation prior to the system being covered with the felt/resin paper and the fields being covered. This payment will be made after the District's authorized Representative has completed inspection and the installation has been accepted.

 The second (2nd) payment, ten percent (10%) of the completed work, will be made when the system is in compliance and remains operational without failure for thirty (30) days after the initial acceptance of the installation. If there is failure in the system, or

warranty work needs to be completed, or damages result from contractor or subcontractor activity within the thirty (30) days retention period, the repairs will be made and the thirty (30) day retention period will start over when the system is repaired and operational. If the contractor fails to remedy or pay for damages, then the 10% retainage may be used by the District to pay for damages and any extra charges will be paid by the contractor at fault.

- B. The District may at any time request backup documentation for any invoice for which it reasonably has questions. Payment may be withheld until such information is provided, as required by the District.
- C. Special income tax withholding: two percent (2%) income tax withholding as required by Section 12-8-540 and 12-8-550 of the *Code of Laws of South Carolina* (1976, as amended) for certain out-of-state contractors.

PROJECT SPECIFICATIONS

- A. These projects are to repair and/or replace existing septic systems. The successful bidder will repair and/or replace the septic systems according to the SC DHEC site evaluation and recommendations.
- B. Detailed SC DHEC site evaluations and recommendations are available to read and copy at the District office at 2070 Northbrook Blvd., Suite A-8, North Charleston, SC 29406.
- C. The system specifications listed in the Site Locations and Specifications tables below will provide a guideline to have the system meet the current standards as set forth in Regulation 61-56. If these standards cannot be met, the Specifications are intended to provide a guideline on the best repair possible given the existing site conditions. **All bids must follow the specifications as listed. Any deviations may be sufficient cause for rejection of the entire bid.** In addition, please note the following:
- a. For the sites requiring an **ultrashallow system (Standard 240/241)**, all bids must include new septic tanks. Two configurations of tanks are allowed unless otherwise noted: 1) two 1,000 gallon tanks in series, plus a 500 gallon pump tank if pumping is needed, or 2) one 1,500 gallon two-compartment tank as the primary tank, plus a 1,000 gallon pump tank if pumping is needed. All tanks must meet R. 61-56 700.3.
 - b. If site space is limiting and it is not practical to install 300 linear feet of drainfield using standard 3-ft. trenches, then 10-ft. x 100-ft. wide beds with two distribution pipes may be used instead. For homes with 5 or more bedrooms, beds should be 10-ft. x 144-ft. wide.
 - c. For the sites requiring an ultrashallow system, **submit two bids**: one for a pump system, and one for a gravity-fed system. If practical, gravity-fed systems will be utilized. The exception is for Site #11 for which the issued permit does not call for a pump system.
 - d. **Do not use slag** in the construction of any system. Use No. 57 granite stone for aggregate or alternative material (*indicate on bid sheet*) as approved by DHEC and the District. **No reductions in drainfield length will be allowed regardless of material used.**
- D. It is the intent of this repair and/or replacement to make the homeowner aware that their system should be operated and maintained following the information in the provided Septic System Homeowner's Guide & Record Keeping Folder and should be pumped approximately every three years at the property owner's expense. This is a guideline to keep the system operable and not contaminated with grease or solids. Equipment warranty information/materials must be provided to the homeowner. **Any additional maintenance requirements (e.g., for pumps or effluent filters) should be noted and detailed by the contractor.**
- E. The successful Bidder must meet and review these specifications with the District and SC DHEC. If on-site conditions allow for use of the existing septic tank, the tank must be at an acceptable elevation for use and must be watertight and have (or be repaired to have) functioning tees or baffles. If on-site conditions allow for use of the existing drainfield, then contract modifications can be made in concurrence with the District and SC DHEC. **Any cost savings for using existing tanks or existing drainfield or making other site modifications must be passed on to the grant.**

Any additional work needed on a site must be negotiated prior to initiating the contract.

- F. Contractor must contact the District when the project will start a minimum of three working days in advance via telephone (843-727-4160 x 3) or e-mail Debbie.eckard@sc.nacdnet.net. Homeowners or those designated to represent them must also be contacted by Contractor in advance of beginning construction. **Contractor must expressly communicate in advance to homeowners the risks for potential damage to driveways, landscaping, and property due to heavy equipment and discuss options and preferences to minimize damage potential.**
- G. Contractor must submit a schedule of progress to the District in a simplified manner for the Inspector to follow and monitor the progress. **The schedule must be updated and submitted to the District for significant changes or delays.**
- H. Contractor must be prepared to submit receipts showing that all septage pumped in performing the duties of this contract have been disposed of at a permitted wastewater facility.

Site Locations and Specifications:

No.	Name	Address	Telephone #
1.	Emily Neverson	9338 Hwy 17 N. McClellanville, SC 29458 TMS #: 729-00-00-036	843-693-8597
	<p>Status: 4 bedroom home; visible malfunction over drainfield area; septic tank lid missing; may have open trench; highest priority repair.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>		
2.	Minnie Powell	730 Society Road McClellanville, SC 29458 TMS#: 764-00-00-375	843-887-3714
	<p>Status: 5 bedroom home; grey water straight pipe in yard; <i>beware of neighbor's dog.</i></p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 480 linear feet by 3 feet wide or 10-ft. x 144-ft. bed with rock and fill cap. Existing septic tank may be used in conjunction with new second tank. Tie in washer line, grease trap, and/or any straight piping. Properly abandon old, unused septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>		
3.	Carolyn Wright	660 Society Road, McClellanville, SC 29458 TMS#: 764-00-00-133	843-887-3637
	<p>Status: 6 bedroom home; intermittent surfacing and backups occur; drainfield compacted and clogged by roots.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 480 linear feet by 3 feet wide or 10-ft. x 144-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>		
4.	Elenora Jenkins	10720 Hwy 17 N. McClellanville, SC 29458 TMS#: 729-00-00-036	843-887-3324 son Thomas Alston cell: 843-475-4800
	<p>Status: 4 bedroom home; sewage backups occur; drainfield may be sealed; property access is from Gillette Ave.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling. Remove azalea bushes next to septic tank. Install new bed over old bed; all materials dug up from old bed must be disposed of in permitted landfill facility.</p>		

No.	Name	Address	Telephone #
5.	Mary Simmons	7693 Hwy. 17 N. Awendaw, SC 29429 TMS#: 700-00-00-144	843-425-6367
<p>Status: 2 bedroom home; occasional backups; tank is 45 ft. from home with 2 cleanouts; clay soil at 30 in.; yard contains fill at varying elevations.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Do not use existing septic tank. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling. Install new tanks closer to home. Bed shape will be irregular.</p>			
6.	Charles Williams	8523 Old Georgetown Rd. McClellanville, SC 29458 TMS#: 712-00-00-068	843-887-3768 843-743-3019
<p>Status: 5 bedroom home; occasional backups; high water use (laundry); separate grey water discharge (barrel over rock bed).</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 480 linear feet by 3 feet wide or 10-ft. x 144-ft. bed with rock and fill cap. Washer discharge is in way of new bed and must be removed. Tie in washer line, grease trap, and/or any straight piping. Do not use existing septic tank. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>			
7.	John Sisson	971 Pinckney St. McClellanville, SC29458 TMS#: 764-00-00-004	843-887-3864 843-860-9683
<p>Status: 3 bedroom home; occasional surfacing over drainfield; property line issue with house on one lot and system on another (both owned by Sisson); owner must abandon property line or create easement; good soil; possible root intrusion from tree.</p> <p>Repair: Install ultrashallow system (Standard 240/241), 15-inch maximum depth, 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. May use existing septic tank if elevations permit (if so, install cleanout between house and tank).</p>			
8.	Edna Deas	937 Toby Road McClellanville, SC 29458 TMS#: 764-00-00-124	843-887-3308
<p>Status: 3-4 bedroom home; straight piping on lot (may be washer line); lot has many small trees and undergrowth that may need to be cleared.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>			

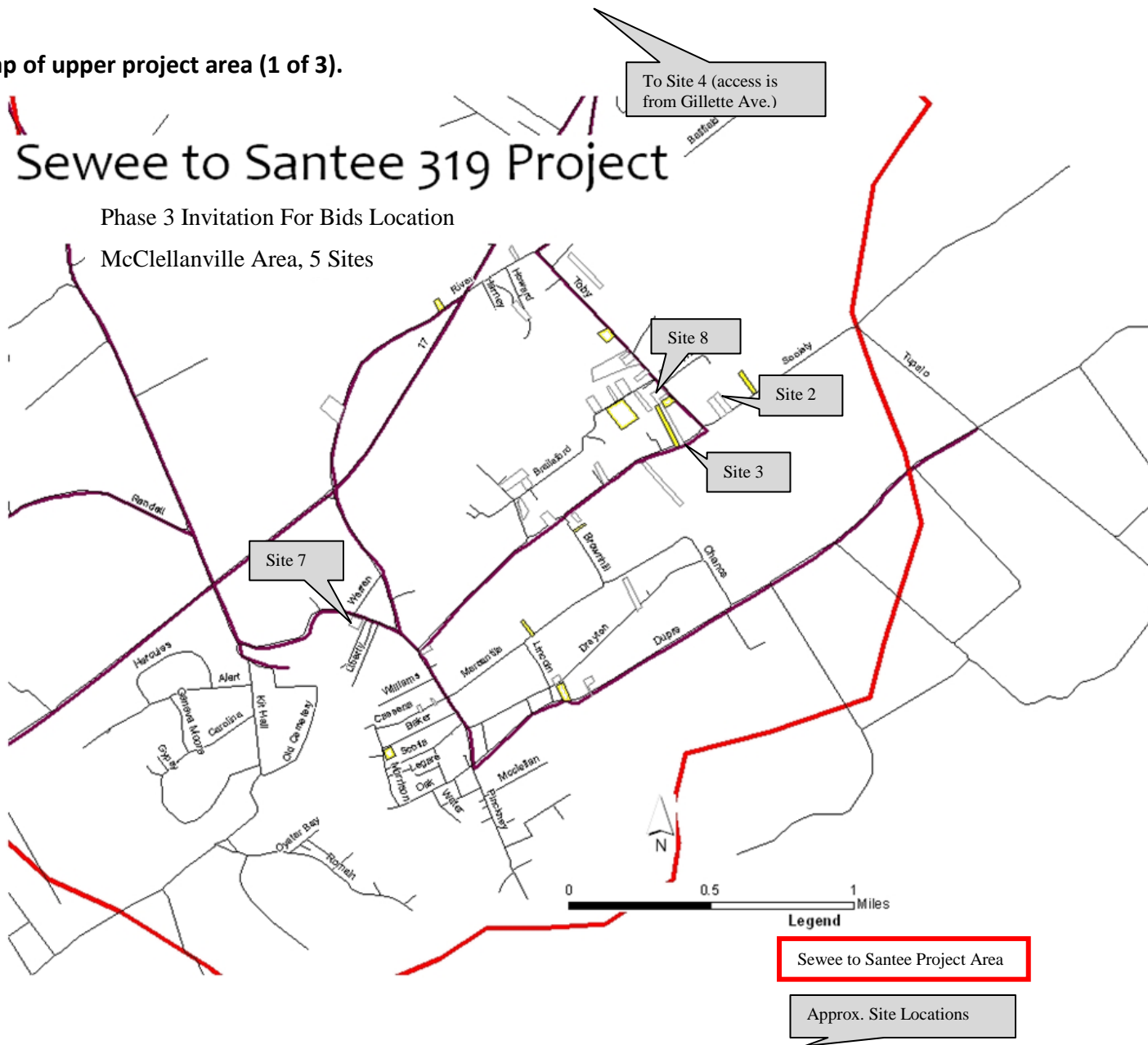
No.	Name	Address	Telephone #
9.	Herman Simmons	6230 Maxville Rd. Awendaw, SC 29429 TMS#: 680-00-00-089	843-928-3434
	<p>Status: 3 bedroom home; home on public water; tank needs pumping fairly often; drainfield may be sealed.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>		
10.	Chellie Murrell	1231 Murrell Rd. Awendaw, SC 29429 TMS#: 683-00-00-003	843-513-2315 (Live-in daughter Elbe Halagao at 619- 995-1378)
	<p>Status: 3 bedroom home; occasional backups; frequent pumping; ground soft around tank.</p> <p>Repair: Install 6" ultrashallow system (Standard 240/241), 300 linear feet by 3 feet wide or 10-ft. x 100-ft. bed with rock and fill cap. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling.</p>		
11.	James Williams	1111 McBride Road McClellanville, SC 29548 TMS#: 711-00-00-074	(Call brother Bernard Chapman at 843-928- 3554 or sister Laquisha Norton at 843-928-4237)
	<p>Status: 3 bedroom home; occasional surfacing around tank and drainfield.</p> <p>Repair: Install Alternative Trench Width and Depth System (Standard 270) per SCDHEC Permit # 2011100015. There will be two 10-ft. wide beds: one that is 34 feet long and one that is 40 feet long. Install new 1,000 gallon septic tank or 1,500 gallon two-compartment septic tank. Tie in washer line, grease trap, and/or any straight piping. Properly abandon existing septic tank by pumping the tank dry, collapsing the tank, and backfilling. Plumbing must be inspected to see how much must be changed to direct to new drainfield area.</p>		

Map of upper project area (1 of 3).

Sewee to Santee 319 Project

Phase 3 Invitation For Bids Location

McClellanville Area, 5 Sites



ATTACHMENT A

SAMPLE CONTRACT / PURCHASE ORDER

CONTRACT AND PURCHASE ORDER FOR SUPPLIES OR SERVICES

1. IFB number:	S2S-3																														
2. Purchase order number:																															
3. Date:																															
4. Issued by:	Charleston Soil and Water Conservation District																														
address	2070 Northbrook Blvd., Suite A-8																														
city, state zip	N. Charleston, SC 29406																														
phone	843-727-4160 x 3																														
fax	843-727-																														
e-mail	debbie.eckard@sc.nacdn.net																														
5. Issued to																															
address																															
city, state zip																															
phone																															
e-mail																															
fax																															
DHEC license																															
Federal tax ID number																															
State of incorporation																															
The contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth in the S2S-2 IFB and agrees to perform the services and supplies listed in this purchase order and contract.																															
Signature and Date Signed																															
Typed Name and Title:																															
6. Services and supplies:	Installation of Residential Septic Systems																														
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;"></th> <th style="width: 10%;">Address</th> <th style="width: 15%;">System Type</th> <th style="width: 5%;">Quantit</th> <th style="width: 10%;">Unit Price (\$)</th> <th style="width: 10%;">Amount</th> </tr> </thead> <tbody> <tr> <td>Ex. 13 Sewee Road, Awendaw, SC</td> <td></td> <td>Std. 240 Ultrashallow system</td> <td style="text-align: center;">1</td> <td style="text-align: right;">10000</td> <td style="text-align: right;">10000</td> </tr> <tr> <td>Total amount of contract:</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">10000</td> </tr> <tr> <td>Amount of contract invoiced / due to contractor:</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">9659</td> </tr> <tr> <td>Difference:</td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">341</td> </tr> </tbody> </table>		Address	System Type	Quantit	Unit Price (\$)	Amount	Ex. 13 Sewee Road, Awendaw, SC		Std. 240 Ultrashallow system	1	10000	10000	Total amount of contract:					10000	Amount of contract invoiced / due to contractor:					9659	Difference:					341
	Address	System Type	Quantit	Unit Price (\$)	Amount																										
Ex. 13 Sewee Road, Awendaw, SC		Std. 240 Ultrashallow system	1	10000	10000																										
Total amount of contract:					10000																										
Amount of contract invoiced / due to contractor:					9659																										
Difference:					341																										
7. Services and supplies due: Multiply number of systems by 10 days; add to Date of Contract																															
8. Mail Invoices to: See item 4																															
9. Form of: Charleston Soil and Water Conservation District																															
10. Payment mailed to: See item 5																															
11. Schedule of services and supplies: See IFB No. S2S-3 for complete details																															
12. Payment schedule for services and supplies: See page 13 in IFB No. S2S-3(section 4.A. Payment to Contractor) 2 payments: 90% due on Charleston Soil & Water Conservation District inspection; additional 10% due 30 days after compliant operation for 30 days																															
13. Contract tracking of services:																															
	Name and date																														
Services received	<input type="checkbox"/>																														
Inspected	<input type="checkbox"/>																														
Paid 90% after inspection	<input type="checkbox"/>																														
30 days compliant	<input type="checkbox"/>																														
Paperwork for close job complete	<input type="checkbox"/>																														
Paid final 10% after 30 days compliant	<input type="checkbox"/>																														
Accepted; conforms to contract except as noted:	<input type="checkbox"/>																														
I certify this account is correct and proper for	<input type="checkbox"/>																														
payment	<input type="checkbox"/>																														
Signature and Date Signed																															
Typed Name and Title:																															

MARK ALL PAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN ITEM 1 AND
Blue indicates fill out before work completed

Orange indicates fill out after work completed

ATTACHMENT B

SAMPLE FORMS REQUIRED FOR BID

CHECKLIST FOR BID SUBMITTAL

	Bid Form(s)
	Compliance with Illegal Immigration Act
	Non-Collusion Oath (notarized)
	Equal Employment Opportunity Certification
	Drug-free Workplace Certification
	Insurance Requirements
	Description of Comparable work (optional and recommended)
	Subcontractor Data Form (if applicable)
	I-312 Non-Resident Tax Payer (if applicable-for out of state contractor)

BID FORM
Page One of Two

BY SUBMITTING THIS BID, THE UNDERSIGNED BIDDER REPRESENTS:

1. That the Bidder has carefully examined the plans and specifications with the related documents and the site(s) of the Project for which the Bidder is submitting a bid.
2. That the Bidder has no current or pending actions of enforcement held against them by either SC DHEC or the Dept. of Labor and Licensing.
3. That the Bidder is familiar with all the conditions surrounding the performance of the Work required for this Project, including the availability of materials, equipment, supplies, and labor.
4. That, if the Bidder is awarded the Contract, the Bidder will provide all labor, material, supplies, and equipment and execute the Work in accordance with the Contract Documents.
5. That, if the Bidder is awarded the Contract, the Bidder will commence Work after the issuance of a Purchase Order as required in the resulting Contract.
6. That, if the Bidder is awarded the Contract, the Bidder agrees that if the Work or any part thereof is not completed within the Contract Time (including any extension thereof), the Bidder will be liable for Liquid Damages in accordance with the Contract.
7. That, if the Bidder is awarded the Contract, the Bidder will provide insurance coverage as required in Attachment B. The cost of the insurance is included in the bid.
8. That the Bidder understands that the District reserves the right to reject any bids which do not meet the requirements or all bids in the event that the Project is canceled or postponed.
9. That, if the Bidder is awarded the Contract, they will enter and execute the Contract as required.
10. That the Bidder will hold their bid open for a period of sixty (60) calendar days from the date that bids are due.
11. That the Bidder is legally able to enter into and perform a contract, if awarded.

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to/for installation of Residential Septic System(s), Charleston, South Carolina in accordance with the specifications and Contract Documents for this Invitation for Bids.

Company Name: _____ State of Incorporation: _____

Mailing Address, City, State Zip: _____

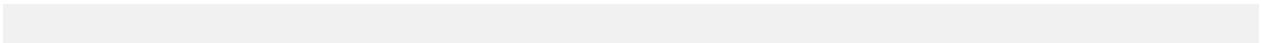
Phone and Fax Number: _____

DHEC License Number: _____ Contractor's Federal Tax ID #: _____

Principal(s) of Company Authorized Signature: _____

Printed Name: _____ Date: _____

A signature certifies that the price submitted was independently arrived at without collusion.



BID FORM
Page Two of Two

The Bid Price must include all costs for the project that are associated with installation of a Residential Septic System as specified in this IFB. **You must indicate what alternative aggregate products will be used, if any, in the space provided below.** Bid Prices must include any and all applicable taxes. The Bidder may bid on any or all of the following sites:

No.	Name	Address	Repair	Total Cost of Septic System Installation or Repair (\$)	
				A. Gravity System	B. Pump System
1.	Emily Neverson	9338 Hwy. 17 N. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
2.	Minnie Powell	730 Society Rd. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
3.	Carolyn Wright	660 Society Rd. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
4.	Elenora Jenkins	10720 Hwy. 17 N. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
5.	Mary Simmons	7693 Hwy. 17 N. Awendaw, SC 29429	Ultrashallow system (240/241), 2-3 tanks		
6.	Charles Williams	8523 Old Georgetown Rd. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
7.	John Sisson	971 Pinckney St. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
8.	Edna Deas	937 Toby Rd. McClellanville, SC 29458	Ultrashallow system (240/241), 2-3 tanks		
9.	Herman Simmons	6230 Maxville Rd. Awendaw, SC 29429	Ultrashallow system (240/241), 2-3 tanks		
10.	Chellie Murrell	1231 Murrell Rd. Awendaw, SC 29429	Ultrashallow system (240/241), 2-3 tanks		
11.	James Williams	1111 McBride Rd. McClellanville, SC 29458	Alt. trench system (270) DHEC permit # 20111000015		N/A
TOTALS	(A. is for sites 1-11 Gravity Systems) (B. is for sites 1-10 Pump Systems)			\$ A.	\$ B.

Indicate alternative aggregate products to be used (if any) and for which site (no length reductions and no slag allowed): _____

Compliance with Illegal Immigration Act

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

Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the Court or imprisoned for not more than five years, or both."

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

Project Name: Installation of Residential Septic System(s): Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

Non-Collusion Oath

COUNTY OF:

STATE OF:

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

SWORN TO BEFORE ME THIS

____ DAY OF _____, 2011

NOTARY PUBLIC FOR THE

STATE OF _____

My Commission Expires: _____

Print Name: _____

Address: _____

Phone Number: _____

Authorized Signature for Bidder

Please print Bidder's name and address:

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

Equal Employment Opportunity Certification

(For Contractors/Vendors Other Than Individuals)

The District requires compliance with state and federal regulations governing Disadvantaged Business Enterprises (DBE), External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs. We build and maintain relationships to facilitate the development of socially and economically disadvantaged businesses and individuals.

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

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

Project Name: Installation of Residential Septic Tank(s): Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name and Title: _____

Signature of Authorized Representative: _____

Witness (Print Name and Sign): _____

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

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

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

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

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

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

Project Name: Installation of Residential Septic Systems: Sewee to Santee Watershed Project

Contractor/Vendor Name: _____

Address: _____

Authorized Representative Name/Title: _____

Signature: _____ **Date:** _____

Witness: _____

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

INSURANCE REQUIREMENTS

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

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

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

wording should be incorporated in the previously referenced additional insured endorsement.

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

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

2. Workers' Compensation

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

- E. Any deductibles or self-insured retentions larger than \$5,000 must be declared to and approved by the District.
- F. Each insured policy required by the District shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the District.
- 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 District.
- I. Contractor shall furnish the District 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 District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

CHARLESTON COUNTY SAMPLE CERTIFICATE OF INSURANCE						
Producer ABC AGENCY 123 MAIN STREET ANYTOWN, SC 12345 Insured XYZ CONTRACTOR P.O. BOX 000 ANYTOWN, SC 12345		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.				
COMPANIES AFFORDING COVERAGE						
Company A (Issuing Company)						
Company B						
COVERAGES						
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.						
CO LTR	Type of Insurance	Policy Number	Policy Eff. Date (MM/DD/YY)	Policy Exp. Date (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> Comm. General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owner's & Contract's Prot <input checked="" type="checkbox"/> Holder Named as Additional Insured	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	General Aggregate	\$2,000,000
					Prod-Comp/Op Agg	\$1,000,000
					Pers. & Adv. Injury	\$1,000,000
					Each Occurrence	\$1,000,000
					Fire Damage (One Fire)	\$50,000
					Med Exp. (Any one Person)	\$5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	Combined Single Limit	\$1,000,000
					Bodily Injury (Per Person)	
					Bodily Injury (Per Accident)	
					Property Damage	
	GARAGE LIABILITY <input type="checkbox"/> Any Auto				Auto Only - Ea Accident	
					Other Than Auto Only	
					Each Accident	
					Aggregate	
	EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	
					Aggregate	
	Workers Compensation and Employers' Liability The Proprietor/Partners/Executive Officers Are: <input type="checkbox"/> Incl <input type="checkbox"/> Excl	XXXXXXXXXXXX Waiver of Subrogation Included	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> Statutory Limits	
					Each Accident	\$100,000
					Disease - Policy Limit	\$500,000
					Disease - Each Employee	\$100,000
	OTHER					

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

CERTIFICATE HOLDER	CANCELLATION
	Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative
	AUTHORIZED REPRESENTATIVE

SUBCONTRACTOR DATA FORM

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

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

Prime Contractor: _____ City & State _____ Phone: (____) _____

Form Prepared by: _____ Title: _____ Date: _____ Total Bid Amount \$ _____

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

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



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

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

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

1. Name of Nonresident Taxpayer: _____

2. Trade Name, if applicable (Doing Business As): _____

3. Mailing Address: _____

4. Federal Identification Number: _____

5. ___ Hiring or Contracting with:

Name: _____

Address: _____

___ Receiving Rentals or Royalties From:

Name: _____

Address: _____

___ Beneficiary of Trusts and Estates:

Name: _____

Address: _____

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check appropriate box):

The South Carolina Secretary of State or

The South Carolina Department of Revenue

Date of Registration: _____

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Sections 12-8-540 (rentals), 12-8-550 (temporarily doing business or professional services in South Carolina), and 12-8-570 (distributions to nonresident beneficiary by trusts or estates) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

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

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

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

Date: _____

If Corporate Officer, state title: _____

(Seal) _____

INSTRUCTIONS
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

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

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

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

PURPOSE OF AFFIDAVIT

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

Our Internet address is: www.sctax.org

ATTACHMENT C

SAMPLE FORMS FOR CLOSING OUT A JOB

PROCEDURE FOR CLOSING OUT A JOB

CONTRACTOR'S FINAL INVOICE/RELEASE OF LIEN AND WARRANTY

FINAL PAYMENT REQUEST FORM

RELEASE OF RETAINAGE

DHEC FORM 1749: Installers Onsite Sewage Disposal System Repair Form (NOT ATTACHED)

DHEC FORM 1781 or 1739: Certification of Final Approval (NOT ATTACHED)

CHARLESTON SOIL & WATER CONSERVATION DISTRICT

PROCEDURE FOR CLOSING A JOB

1. Notify Debbie Eckard, Grant Administrator at 843-727-4160 x 3.
2. Submit all subcontractor's waivers, warranties, guarantees, Contractor's final invoice, release of lien warranty, DHEC form 1781 or 1739 "Certificate of Final Approval," and DHEC form 1749 "Installers Onsite Sewage Disposal system repair form (if applicable).
3. Should a punch list be created, the punch list must be satisfied within thirty (30) calendar days of its date. Should damages occur resulting from actions by the contractor or subcontractor(s), corrective actions must be taken or damages must be paid for within thirty (30) calendar days of when the damages are noted. If contractor fails to perform the work or pay for damages, then the thirty (30) day retainage will be used for repairs, and any extra charges will be paid by the contractor at fault.
4. NO FINAL CHECKS WILL BE ISSUED UNTIL ALL THE ABOVE IS SATISFIED.

MY SIGNATURE CONFIRMS THAT I HAVE READ AND UNDERSTAND, AND HAVE BEEN GIVEN A COPY OF THE PROCEDURE FOR CLOSING A JOB.

CONTRACTOR

DATE

cc: Contractor's File

CHARLESTON SOIL & WATER CONSERVATION DISTRICT

CONTRACTOR'S FINAL INVOICE RELEASE OF LIEN AND WARRANTY

TO: _____

CONTRACT DATED: _____ PROPERTY AT: _____

TOTAL CONTRACT AMT. \$ _____

KNOW ALL MEN BY THESE PRESENTS:

As a final Invoice, the undersigned hereby certifies that there is due from and payable by The Charleston Soil and Water Conservation District to the CONTRACTOR under the above contract the balance or sum of \$ _____.

The undersigned further certifies that all work performed under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

That in consideration of the payment of the amount stated in paragraph one (1) hereof the undersigned does hereby release The Charleston Soil and Water Conservation District from any and all claims arising under or by virtue of this contract; provided, however, that is for any reason the District does not pay in full the amount stated in paragraph one (1) hereof, said deductions shall not affect the validity of this release.

The undersigned hereby guarantees the work will perform for a period of one year from the date of final acceptance of all the work required by the contract, shown on the SC DHEC FORM(s) 1749, 1739, or 1781. He also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

IN WITNESS WHEREOF, the undersigned has signed this ____ day of _____, 2011.

Signature _____

Printed name _____

Notary public, State of South Carolina, County of Charleston.

My commission expires _____

Authorized Agent for Contractor (Signature)

Date

CHARLESTON SOIL & WATER CONSERVATION DISTRICT

RELEASE OF RETAINAGE

ADDRESS:	
CONTRACTOR:	
RELEASE OF RETAINAGE	

I hereby certify that I have completed 100% of the work in accordance with the Contract and Request Release of Retainage of \$ _____ which includes payment for all Change Orders. Also, all payments due my subcontractors, suppliers and, laborers have been made.

 Authorized Agent for Contractor (Signature)

 Date

I certify that all work is completed; warranties and release of liens have been received; permits have been finalized. I approve the Request for Release of Retainage for this contractor.

 Charleston Conservation District Representative

 Date