



May 25, 2010

**Railroad Line Salvage Purchase
Beaufort, South Carolina
Request for Bid**

Beaufort Jasper Water and Sewer Authority (BJWSA) is interested in receiving bids from qualified salvage companies experienced in railroad removal and salvage disposition to remove and purchase the abandoned rail line materials of the Port Royal Railroad from Ribaut Road, Port Royal, SC to the intersection of the CSX Railroad near Yemassee, SC.

Description of Property: Quantities are more/less 24 miles of main track, varying rail sizes 80-100#, ties, swing bridge, and rock ballast. Interested bidders shall conduct an inspection on their own to determine the actual size, condition, and quantity of sale materials, and identify all site conditions prior to the submittal of a bid.

Required Submission--Document available electronically at www.bjwsa.net
Bidders are required to submit one (1) original, signed document provided herein, and one copy to:

Paula B. Power, CPPO, Purchasing Manager

Beaufort-Jasper Water & Sewer Authority

6 Snake Road

Okatie, South Carolina 29909-3937

Telephone: (843)-987-9294

Facsimile: (843)-987-9259

paulap@bjwsa.org

Bids shall be submitted no later than 2:00 p.m., local time, on July 2, 2010. Each bid proposal shall be placed in an opaque envelope with the Firm's Name, Address, and titled, "Railroad Line Salvage Purchase: Opening Date: July 2, 2010, 2:00 p.m."

The Authority reserves the right to reject any and all bids, to accept the bid or bid proposals deemed best for BJWSA, or to reject and advertise for new bid proposals when in the opinion of the Board the best interest of BJWSA shall be promoted by taking such action. In addition, the Authority reserves the right to waive any informalities or technicalities, and reserves the right to seek clarification from any company to assist in making decisions.

We appreciate your interest in doing business with BJWSA and look forward to your response.

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Instructions to Proposers

Delivery of Bids

Sealed Bids shall be submitted no later than **2:00 p.m., local time, on July 2, 2010.** **Each bid proposal shall be placed in an opaque envelope with the Firm's Name, Address, and titled, "Railroad Line Salvage Purchase, Opening Date: July 2, 2010, 2:00 p.m."**

Beaufort Jasper Water and Sewer Authority
Attn: Purchasing
6 Snake Road
Okatie, SC 29909

All bid proposals shall be submitted on the form enclosed. Proposers wishing to submit an offer should contact the Purchasing division at the address on the cover to request authorized documents.

No oral, telephonic, facsimile, or telegraphic bid proposals or modifications shall be accepted.

Site Visit/Access

Interested parties may obtain access to view the railroad site by contacting Paula Power at paulap@bjwsa.org or 843-987-9294.

Date of Opening

The bid proposal opening date for this project shall be **July 2, 2010 and shall be publicly opened and read at 2:00 p.m.** on that date at the BJWSA Administrative offices, 6 Snake Road, Okatie, SC 29909.

Right to Reject Bid Proposals.

The right is reserved to reject any and all bid proposals, to accept the bid proposal or proposals deemed best for BJWSA, or to reject and advertise for new bid proposals when in the opinion of the Board the best interest of BJWSA shall be promoted by taking such action.

Bid Guaranty:

A certified check, cashiers check, or cash as bid guaranty made payable to Beaufort Jasper Water and Sewer Authority in an amount equal to five percent (5%) of the total amount bid must accompany each bid proposal as evidence of good faith and as guaranty that if awarded the contract, the proposer shall execute the contract and give guaranty as required.

BID PROPOSAL

The undersigned _____, having carefully examined
(Name of Offeror)

the location of the noted project—

Railroad Line Salvage Purchase -- Beaufort, South Carolina

Certifies that the response contained in the bid proposal dated _____, 2010, offers a bid to Beaufort Jasper Water and Sewer Authority to acquire salvageable materials as outlined in this response, at the prices specified.

In compliance with the Request for Bid and subject to all conditions thereof, the undersigned agrees:

- (a) This price proposal, as stated, is open for acceptance for a **period of 45 calendar days from the date of opening; and**
- (b) The **method by which payment will be made to BJWSA for said purchase is understood.**
- (c) The **undersigned hereby agrees to purchase said rail line materials and shall remove all railroad materials promptly from the premises.**
- (d) The **undersigned also agrees to comply with all Federal, State and Local Laws and regulations regarding the removal and disposition of said materials and leave premises in neat and orderly condition.**

Bid Proposal:

1. **Salvage of Railroad (old Port Royal Line), Beaufort, SC rail bed materials (rail line, bolts, spikes, tie plates, rail anchors, and ties) between mile post 443.76 (Yemassee, SC) to mile post 467.80 (Port Royal, SC). Includes all disassembly, removal, and transport at a purchase price of (in words and numbers) _____
\$_____.**

2. **Salvage of trestle materials along the Port Royal Line, Beaufort, SC between mile post 443.76 to mile post 467.80. Includes all disassembly, removal, handling, and transport at a purchase price of (in words and numbers) _____
\$_____.**

3. **Salvage of rock bed material (2" and other stone materials) within the Port Royal Line, Beaufort, SC between mile post 443.76 to mile post 467.80. Includes all disassembly, removal, handling, and transport at a purchase price of (in words and numbers) _____
\$_____.**

4. **Swing Bridge, Whale Branch River within the Port Royal Line, Beaufort, SC. Includes all disassembly, removal, handling, and transport of the swing bridge**

only (bulkhead and other equipment to remain in place) at a purchase price of (in words and numbers)

\$ _____

This bid is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a proposal for the same service and is in all respect 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 proposal.

Beaufort Jasper Water and Sewer Authority reserves the right to award the above (items 1-4), in whole, or in part, to award to one or more bidders, to accept or reject any or all bids, and to award in the best interest of BJWSA.

All salvage materials are sold "as is, where is" and respondents have the right to inspect up until the time of the bid opening.

A bid proposal guarantee of five percent (5%) of the total bid written above, and in the form as indicated below is attached herein:

CASH: () Amount of :\$ _____

CASHIERS CK: () _____ DOLLARS

CERTIFIED CK: () (\$ _____) PAYABLE BJWSA

ADDENDA ACKNOWLEDGEMENT:
NUMBER _____ DATE _____

Signature of Offeror's Representative authorized to enter into contract with Beaufort Jasper Water and Sewer Authority:

FIRM NAME: _____

BY: _____ DATE: _____
(Signature of Authorized Individual)

TYPE/PRINT: _____
(Name) (Title)

ADDRESS: _____
(Street Address and/or P. O. Box Number)

(City) (State) (Zip Code)

PHONE: () _____ () _____
(Area Code) Phone Number (Area Code) Phone Number

EMAIL: _____

FEDERAL ID#: _____

IS YOUR FIRM:	1.SOLE PROPRIETORSHIP	_____	YES	_____	NO
	2.PARTNERSHIP	_____	YES	_____	NO
	3.CORPORATION	_____	YES	_____	NO
	4. OTHER (LLC, OTHER)	_____	YES	_____	NO

IF COMPANY IS A SOLE PROPRIETORSHIP, LIST THE OWNER'S FULL LEGAL NAME:

IF COMPANY IS A PARTNERSHIP, LIST THE PARTNERS' FULL LEGAL NAMES:

IF COMPANY IS A CORPORATION, LIST THE FULL LEGAL NAME, AS LISTED ON THE CORPORATE CHARTER:

OTHER FORM (LLC; Other):

TERMS

In interpreting the contract, the following definitions shall prevail:

Board: Board of Beaufort Jasper Water and Sewer Authority

Buyer: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to purchase the old Port Royal Rail Line of Beaufort SC and salvage rights, and submitting the best responsible bid proposal to BJWSA as Owner.

Purchase and Sales Contract: The Agreement between the Buyer and the Authority acting through the BJWSA Board. The purchase and sales contract shall include the accepted "Bid Proposal", "Contract Guarantee", "Bill of Sale" and also any and all supplemental agreements which reasonably could be required to complete the salvage in a substantial and acceptable manner.

Sold: Rail Line and other track materials; Ties, bolts, spikes, tie plates, rail anchors
Trestle Materials, Creosote
Stone Rail Bed Materials/Grading
Swing Bridge

Bid: The written offer by the bid proposer to purchase the salvage specified.

Plans: The officially approved drawings, or reproductions attached to the contract.

Specifications: The directions, provisions, and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the salvage, or to the quantities and qualities of the materials to be purchased under the contract.

Amount of the Contract: For the purpose of awarding the contract and determining the amount of the bond, the amount bid will be considered the total amount of the purchase bid.

Indemnity: The Contractor hereby agrees to indemnify and save harmless the Beaufort Jasper Water and Sewer Authority, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

Environmental: Bidders agree that they will comply with all applicable federal, state and local government laws, ordinances, and regulations with respect to environmental pollution during the processing, handling, shipping, use or disposal of items purchased from BJWSA.

Governing Law: Any contract resulting from this bid shall be governed by the State of South Carolina Law, County of Beaufort, SC.

Purchase and Sale

THIS AGREEMENT, is made this _____ date of _____ between Beaufort Jasper Water and Sewer Authority (BJWSA) –Seller and _____ --Buyer and or assignees. Seller agrees to sell and Buyer agrees to buy the following:

1. **Salvage of Railroad (old Port Royal Line), Beaufort, SC rail bed materials (rail line, bolts, spikes, tie plates, rail anchors, and ties) between mile post 443.76 (Yemassee, SC) to mile post 467.80 (Port Royal, SC). Includes all disassembly, removal, and transport at a purchase price of (in words and numbers) _____ \$_____.**

2. **Salvage of trestle materials along the Port Royal Line, Beaufort, SC between mile post 443.76 to mile post 467.80. Includes all disassembly, removal, handling, and transport at a purchase price of (in words and numbers) _____ \$_____.**

3. **Salvage of rock bed material (2” and other stone materials) within the Port Royal Line, Beaufort, SC between mile post 443.76 to mile post 467.80. Includes all removal, handling, grading and transport at a purchase price of (in words and numbers) _____ \$_____.**

4. **Swing Bridge, Whale Branch River within the Port Royal Line, Beaufort, SC. Includes all disassembly, removal, handling, and transport of the swing bridge only (bulkhead and other equipment to remain in place) at a purchase price of (in words and numbers) _____ \$_____.**

Refundable Guarantee \$_____

Purchase Price to be paid as follows:

Buyer to pay total purchase price with Cashiers Check, Cash, or Bank authorized check payable to BJWSA within **15 days of approval.**

Damage to Property: Buyer shall maintain property in its current condition and keep it insured against all loss during the removal of all Railroad Materials from the Railroad ROW. Refundable guarantee shall be returned to the successful bidder after site has been returned to acceptable condition as determined by the BJWSA Authorized Representative.

Successors and Assignees: The terms and conditions of this contract shall bind all successors, heirs, administrators, trustees, executors and assignees of the respective parties.

Additional Terms and Conditions: The Buyer agrees to bear all costs incurred to remove all Railroad Salvage items from the Railroad ROW listed in this agreement. **BJWSA SHALL NOT REIMBURSE FOR ANY COSTS, OR SALES TAX CHARGES, INCURRED BY the Buyer before, during, and/or after the approval of this purchase and sale agreement.**

In Witness Whereof, the Buyer has executed this instrument, on the date indicated below and BJWSA has caused this instrument to be executed in the name of said Authority by and through the BJWSA Board on the date indicated below.

Executed by the Buyer: _____ 20__

PURCHASER

BJWSA Board

Signature

Signature

Print or Type Name

Print or Type Name

Title

Title

Company Name

Beaufort Jasper Water & Sewer Auth.

Contract Approved and Ratified:

Attest:

_____ 20__

PURCHASE AND SALE CONTRACT PROVISIONS
PORT ROYAL RAILROAD LINE SALVAGE PURCHASE
BEAUFORT COUNTY, SOUTH CAROLINA

REQUIREMENTS

The provisions under the Contract consist of the salvage of all railroad related materials on the Port Royal Railroad line. This includes, but is not limited to, removal and salvage of the existing rails, ties, other track materials, swing bridge, and other rail bed materials within the subject railroad right-of-way. **The Buyer shall coordinate with the Owner for the removal of road crossings. BJWSA shall repave all disturbed road crossings.**

The Buyer shall be responsible for the efficient disposal of all removed materials, in conformance with all applicable laws and regulations.

Owner—Beaufort Jasper Water and Sewer Authority, Okatie, South Carolina

Buyer—The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to purchase the Port Royal Railroad Line Salvage rights, and submitting the Best Bid.

Apparent Best Bidder: The Best Bidder at the time of opening bids.

Bid Guaranty:

A certified check, cashiers check, cash as bid guaranty made payable to BJWSA for an amount equal to at least five (5%) of the total amount bid must accompany each bid as evidence of good faith and as a guarantee that if awarded the bid, the Buyer shall execute the Contract and give guarantee as required.

Award of the Bid

1. Apparent Responsible and Responsive Bidder (s)
2. After receiving the bid proposals, the Owner will open and read the proposals publicly on the bid opening date.
3. The Owner will determine the Apparent Best Bid(s) and the Apparent Best Bidder(s) from the Schedule of Values provided on the Bid Proposal Page:

Award of Contract:

BJWSA will convey to the Buyer by Quit-Claim Bill of Sale the salvage items in the form of the Bill of Sale attached hereto as Exhibit 2.

Execution of Contract:

Upon Award of Bid Notification to the highest responsible bidder, and within 15 (Fifteen) calendar days after the award date, the Buyer shall return:

1. The signed Owner prepared "**Form Bill of Sale**" (**Exhibit 2 attached**) as contract.
2. An insurance certification as required by these contract provisions.
3. A cashier's check for the full amount of the bid payable to BJWSA.
4. The Contract Guaranty consisting of a cashiers check or acceptable cash equivalent in a form acceptable to the Owner shall be kept **as a guaranty that the property will be left in a neat and orderly condition, and that all railroad materials as agreed have been removed except as specifically noted herein.**
5. Submittal of Safety Plan (pages 13-17).
6. Upon receipt of the above items, the OWNER shall proceed with the execution of the Bill of Sale Contract. Until the Owner executes a contract, no proposal shall bind the Owner nor shall any work begin within the contract limits or within Owner furnished sites. The Buyer shall bear all risks for any work begun before the contract is executed by the Owner.

SCOPE OF THE WORK

Location – The salvage items are located on the Port Royal Railroad Line beginning in the **Port Royal Railroad from Yemassee, SC mile post 443.76 (CSX Railroad intersection) to Port Royal, SC mile post 467.80.**

1. **Intent of the Contract**-It is the intent of this contract to sell to the Buyer the right to salvage all rail line materials from the Port Royal Railway Line, together with related rail line materials as stated. All terms outlined in the contract are to accomplish this intent, and it is the responsibility of both Owner and Buyer to assure the intent is met.
2. **Geodetic Markers**-The Buyer shall work around all designated markers/posts and shall ensure that they are not disturbed before, during or after the salvage activities have been completed. If disturbed, the Buyer at his expense, shall reset these markers as per procedures outlined by USGS for Resetting Bench Marks.
3. **Inspection of Project**—Prior to bidding on the contract, the Buyer at his own expense shall inspect the entire line and determine the quantities as per purchase and sale contract. **FOR COORDINATION OF SITE VISITS PRIOR TO BID OPENING, CONTACT Paula Power, paulap@bjwsa.org, 843-987-9294**
4. **Refund of Contract Guaranty:** The Buyer shall remove all rail materials from the premises, including all ties, broken ties, spikes, bolts and other debris encountered **except the following:**_____ The Buyer shall leave the premises in a neat and orderly condition that shall include leveling or smoothing of the disturbed areas. After the complete removal of the said materials, the Buyer shall notify the BJWSA Project Engineer for Final Inspection of the premises. The Project Engineer shall determine a satisfactory condition of the premises and authorize the release of the Contract Guaranty.
5. **Repair of Damage:** The Buyer shall be responsible for any damage to the Owners Property or to other adjacent property resulting from the salvage operations.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Insurance Requirements

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Comprehensive or Commercial Form General Liability Insurance--Limits of Liability \$2,000,000.00 General Aggregate \$1,000,000.00 Each Occurrence--combined single limit for bodily injury and property damage.

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the South Carolina Workman's Compensation Law shall comply with statutory coverage pursuant to Article 1, Chapter 7, Title 42 of the SC Code of Laws, which requires them to provide workers' compensation coverage that satisfies South Carolina law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that complies with Article 1, Chapter 7, Title 42 of the SC Code of Laws. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Marine Protection and Indemnity Insurance. Collision and Jones Act coverages shall be included. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

BJWSA, its agents, officers, directors, officials, and employees shall be added as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or automobile liability policies, will be endorsed to show this additional coverage.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to BJWSA Purchasing Department. Any failure to comply with this provision will not affect the insurance coverage provided to the BJWSA. The 30 days notice of cancellation provision shall be physically endorsed on to the policy.

Coverages provided by the contractor must be underwritten by an insurance company deemed acceptable by the BJWSA. Insurance coverage shall be provided by companies admitted to

do business in South Carolina or, in the alternative, rated A- or better by Best's Insurance Rating. The BJWSA reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

As evidence of the insurance coverage required by this contract, the contractor shall furnish a Certificate of Insurance to BJWSA. No contract shall be effected until the required certificates have been received and approved by the BJWSA. The certificate will specify and document all insurance-related provisions within this contract. A renewal certificate will be sent to BJWSA Purchasing Department 10 days prior to coverage expiration.

The service or services to be rendered under this contract are those of an independent contractor. Contractor is not an officer, employee or agent of BJWSA as those terms are used in SC Chapter 78, Title 15 of the SC Code of Laws.

All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, pollution and errors and omissions policies required by this contract.

Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required by this Article. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained. In addition, the subcontractor's commercial general liability policy should name the prime contractor as an additional insured.

The standard subcontract drafted by the prime contractor should clearly provide that the subcontractor is responsible for the safety of its own employees. It is imperative that a prime contractor does not assume by contract responsibility for the safety of its subcontractor's employees.

SAFETY PLAN REQUIREMENT

Prior to commencement of work, the Contractor is to submit a safety plan as provided in this section. Minimum elements of an acceptable safety plan include:

1. SIGNATURE SHEET

Provide the title, signature, and phone number of the following:

- a) plan preparer (i.e. Contractor safety staff person, QC);
- b) plan approval by the Contractor (i.e., president, regional representative);

2. BACKGROUND INFORMATION

List the following information

- a) Contractor;

- b) contract number;
- c) project name;
- d) brief project description, description of work to be performed, and location;
- e) list of activities or areas which will potentially require hazardous materials analysis and management.

3. RESPONSIBILITIES AND LINES OF AUTHORITIES

- a) Identification and accountability of personnel responsible for safety - at both corporate and project level, including both prime and sub-contractors.
- b) Lines of authority

4. SUBCONTRACTORS AND SUPPLIERS

If any subcontractors will be used and for major material suppliers, please provide the following:

- a) identification of subcontractors and suppliers;
- b) means for controlling and coordinating subcontractors and suppliers;
- c) safety responsibilities of subcontractors and suppliers.

5. TRAINING

- a) List subjects to be discussed with employees during project safety orientation.
- b) List mandatory training and certifications which are applicable to this project (e.g., confined space entry, crane operator, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any other applicable requirements for periodic retraining/recertification.
- c) Identify requirements for emergency response training.
- d) Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

6. SAFETY AND HEALTH INSPECTIONS

- a) Discuss who will conduct safety inspections, when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc.;
- b) Discuss how any external inspections/certifications (such as by a third party) will be incorporated and responded to by the Contractor.

7. SAFETY AND HEALTH EXPECTATIONS, COMPLIANCE AND INCENTIVE PROGRAMS.

Please discuss the following:

- a) The Contractor's written safety plan goals, objectives, and accident experience goals for this contract.
- b) Written Contractor policies and procedures for managers and supervisors safety accountability.

- c) Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements).
- d) A brief description of the Contractor's safety incentive programs (if any).
- e) Written Contractor and Subcontractor drug testing policies.

8. ACCIDENT REPORTING

The Contractor shall designate who completes the following, how, and when:

- a) exposure data (man-hours worked);
- b) accident investigations, reports and logs;
- c) immediate notification of major accidents.

9. MEDICAL SUPPORT

Outline on-site medical support and off-site medical arrangements.

10. PERSONAL PROTECTIVE EQUIPMENT

Outline procedures (who, when, how) for conducting hazard assessments to determine proper use of personal protective equipment. List all personal protective equipment which is available and shall be used for the subject project. Also list the PPE requirements which will be posted on the job site.

11. STANDARDS

The Manual on Uniform Traffic Control Devices (MUTCD) as approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U. S. Code, Sections 109 (d), 114 (a), 217, 315, and 402 (a), 23 CFR 655, and 49 CFR 1.48 (b)(33), and 1.48 (c)(2) or latest version as issued will apply for all activities.

12. INDEMNITY

The Contractor hereby agrees to indemnify and save harmless the Beaufort Jasper Water and Sewer Authority, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

Public Convenience/Safety

Notice to Proceed and Commencement of the Work

Notice to Proceed will be given after the payment has been received, contract has been executed, and the contract guarantee and evidence of insurance have been approved and filed by the Owner. **The Buyer shall not commence with the work until the Notice to Proceed has been given by the Project Engineer.** The Buyer shall commence salvage activities on the site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Buyer shall diligently pursue the salvage to the physical removal date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Buyer shall not relieve the Buyer of the responsibility to complete the salvage within the time specified in the contract.

Time for Completion

The removal shall be started after BJWSA has received a Cashier's Check from the Highest Responsible Bidder and shall be physically completed in _____ **calendar days. The premises shall not be permitted for a Buyer sale site.**

Temporary Traffic Control Traffic Control Management

The Manual on Uniform Traffic Control Devices (MUTCD) as approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U. S. Code, Sections 109 (d), 114 (a), 217, 315, and 402 (a), 23 CFR 655, and 49 CFR 1.48 (b)(33), and 1.48 (c)(2)) or latest version as issued will apply for all activities.

The Contractors Traffic Control Supervisor shall be on site during all salvage removal operations and construction activity impacting any highway Right-of-Way (ROW). Traffic Control Supervisor shall be appropriately certified to safely abate hazardous conditions in ROW conditions.

EXHIBIT 2

FORM OF BILL OF SALE

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that BEAUFORT JASPER WATER AND SEWER AUTHORITY in consideration of the sum of _____ Dollars (\$_____), the receipt of which is hereby acknowledged, does hereby grant, bargain sell, release and forever quit-claim unto _____(*name of Buyer*), its/their successors, heirs, personal representatives and assigns, forever, together with every contingent remainder right of reversion, the following described goods and chattels, to wit:

(DESCRIPTION OF PROPERTY SOLD)

TO HAVE AND TO HOLD the same unto the said _____(*name of Buyer*), its/their successors, heirs, personal representatives and assigns, forever; and that BEAUFORT JASPER WATER AND SEWER AUTHORITY does covenant that it is the true and lawful owner of the described goods and chattels hereby sold and has full power to sell and convey the same; that the title so conveyed is free and clear and unencumbered; and further does hereby warrant unto the said _____(*name of Buyer*) all claims of any person whomsoever claiming.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized this _____ day of _____, 2010.

BEAUFORT JASPER WATER AND SEWER AUTHORITY

By: _____ {SEAL}

Printed Name:

Its:

Witness

Witness

State of SOUTH CAROLINA

)

County of
Beaufort

)

)

ACKNOWLEDGMENT

PERSONALLY appeared before me the authorized representative of BEAUFORT JASPER WATER AND SEWER AUTHORITY who did sign, seal and as his/her act and deed, deliver the within-written Bill of Sale for the uses and purposes therein mentioned.

SWORN to before me this _____ day of _____, 2010.

Notary Public for South Carolina

My Commission Expires:

EXHIBIT 3

**CONTRACTOR AFFIDAVIT
SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Beaufort Jasper Water and Sewer Authority.

The Contractor hereby acknowledges that in order to comply with requirements of S. C. Code Annotated Section 8-14-20 (B), it will:

- (1) Register and participate in the federal work authorization program (E-verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification employment authorization of all new employees.

OR (2) Employ only workers who:

- (a) Possess a valid South Carolina driver’s license or identification card issued by the S. C. Department of Motor Vehicles; or
- (b) Are eligible to obtain a South Carolina driver’s license or identification card in that they meet the requirements set forth in S. C. Code Annotated Sections 56-1-40 through 56-1-90; or
- (c) Possess a valid driver’s license or identification card from another state where the license requirements are at least as strict as those in South Carolina, as determined by the South Carolina Department of Motor Vehicles.

The Contractor agrees to provide to Beaufort Jasper Water and Sewer Authority upon request any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the contractor, subcontractor or sub-subcontractor. The Contractor further agrees that it will upon request provide Beaufort Jasper Water and Sewer Authority any documentation required to establish that the contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S. C. Code Annotated.

Date: _____ By: _____

(Contractor Authorized Signature)

(Contractor Print Name/Title)

(Name of Company)



EXHIBIT 4: BJWSA GENERAL CONDITIONS

Section: Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. all persons on the Site or who may be affected by the Work;
 - b. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;
 - c. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss, and shall erect and maintain all necessary safeguards for such safety and protection..
3. The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after 48 hours written notice, proceed to repair, rebuild, replace, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract. If the balance due under this Contract is not sufficient to cover the entire cost, then Contractor shall promptly reimburse Owner for the balance of the costs.
4. In emergencies affecting the safety of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss.
5. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
6. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
7. The Contractor will be required to review **BJWSA's "Take Two for Safety"** program and participate in the completion of the associated **BJWSA Contractors Job Safety Analysis** form. The intent of this form is to inform the Contractor of the various potential hazards of the worksite known by BJWSA and to assist the Contractor in establishing a safety plan for the project. This form is not intended to be an

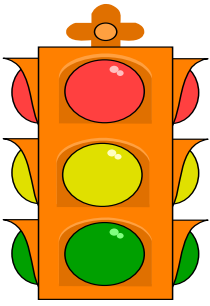
all-inclusive listing of the hazards present on this project. It is provided as an outline of general safety activities, procedures, hazards and the associated personal protective equipment necessary to work safely in varying conditions.

EXHIBIT 5 -- BJWSA Contractor Job Safety Analysis

Name: _____ Date: _____ Time: _____

Job Description: _____ Location: _____

Nearest Medical Facility Phone: _____ Weather Conditions: _____



“Take Two for Safety”

BEFORE BEGINNING ANY ACTIVITY/TASK/JOB:

T = Talk-Have I talked with everyone involved with this job?

A = Action-Do I know the proper actions to do this job safely?

K = Knowledge-Do I have the knowledge to do this job safely?

E = Equipment-Do I have the proper equipment, including personal protective equipment, to do the job safely?

DO NOT PROCEED UNLESS EVERYTHING IS SAFE!

For Everyone - Every Day - All the Time

NOTIFICATIONS

- BASE ONE
- CUSTOMER(S)
- SUPERVISOR
- SAFETY MANAGER
- ON CALL
- INSPECTOR / PROJECT MANAGER
- FIRE DEPARTMENT

SECURITY

- NO TRESPASSING / VIDEO MONITORING SIGNS
- BUILDINGS / LADDERS / VAULTS LOCKED
- ANTHING OUT OF THE ORDINARY

PERSONAL PROTECTIVE EQUIPMENT

- HARD HAT
- SAFETY GLASSES
- TRAFFIC VEST (CLASS II)
- TRAFFIC PANTS(CLASS III)
- FACE SHIELD
- WELDING GOGGLES / SHIELD
- CHEMICAL BOOTS
- STEEL TOE BOOTS
- LEATHER GLOVES
- BBP GLOVES
- CHEMICAL GLOVES
- COVERALLS (CHEMICAL VS. NON-CHEMICAL)
- RESPIRATOR(APR- PAPR-DUST MASK)
- HEARING PROTECTION
- WELDING SLEEVE / APRON
- OTHER: _____

TOOLS

- TOOLS INSPECTION / APPROVED
- PROPER TOOLS ARE AVAILABLE
- MACHINE GUARDS
- TRAINING / QUALIFICATION NEEDED
- CAUTION / DANGER TAPE
- OTHER: _____

FIRE PROTECTION

- FIRE EXTINGUISHERS AVAILABLE
- HOT WORK PERMIT
- COMBUSTIBLES / FLAMMABLES IDENTIFIED & PROPERLY STORED
- GROUNDING / BONDING
- OTHER: _____

WELDING / BURNING

- EQUIPMENT INSPECTED / APPROVED
- USE OF WELDING SCREENS
- FIRE EXTINGUISHER LOCATION
- PROPER VENTILATION
- EQUIPMENT GROUNDED
- PROPER CLOTHING / PPE
- OTHER: _____

EMERGENCY EQUIPMENT & PLANNING

- EVACUATION ROUTE PLANNED
- REPORTING AREA DESIGNATED
- SAFETY WASH / EYEWASH LOCATIONS
- BJWSA QUICK GUIDE
- FIRST AID & BBP KITS
- CO₂ / SO₂ EMERGENCY KITS
- OTHER: _____

ELECTRICAL

- TRAINING / APPROPRIATE QUALIFICATION LEVEL
- PROPER GROUND FAULT PROTECTION
- ARC FLASH CLOTHING
- POWER SOURCE LOCKOUT / TAG OUT
- CABLE / WIRE / CORD ROUTING
- MULTI-METER
- WORKING ENERGIZED PERMIT
- ELECTRICAL TAKE TWO
- INSULATED TOOLS / BARRIERS
- OTHER: _____

FALL PROTECTION

- SAFETY HARNESS
- PROPER ANCHORAGE POINTS
- LANYARDS
- LIFE LINES
- MAN BASKET
- RAILING / BARRIERS
- HOLE COVERS
- INSPECTIONS
- OTHER: _____

SCAFFOLDING / LADDERS

- INSPECTION BY COMPETENT PERSON
- PROPER TYPE AVAILABLE
- DAMAGE / DEFECTS
- LADDERS TIED OFF
- ELECTRICAL CONTACT HAZARDS
- OTHER: _____

CRANE / LIFT EQUIPMENT

- PROPER TRAINING / QUALIFICATIONS
- LIFT DIRECTOR DESIGNATED
- PROPER EQUIPMENT AVAILABLE
- EQUIPMENT INSPECTED / APPROVED
- OUTRIGGER PLACEMENT
- CRITICAL LIFT PLAN WRITTEN
- OVERHEAD / RADIUS CLEARANCES
- PROPER SIGNS / BARRICADES
- COMMUNICATION PROCEDURES
- LIFT / LOAD CHARTS VERIFIED
- TAG LINES USED
- OTHER: _____

RIGGING

- PROPER TRAINING / QUALIFICATIONS
- PROPER EQUIPMENT AVAILABLE
- EQUIPMENT INSPECTED / APPROVED
- CHAIN FALL / COME ALONG CAPACITY
- SOFTENERS USED
- TAG LINES USED
- LOAD SECUREMENT
- OTHER: _____

EXCAVATION

- PROPER EQUIPMENT AVAILABLE
- PROPER TRAINING / QUALIFICATIONS
- SHORING REQUIRED
- TRENCH BOX / SLOPING
- PROPER SIGNS / BARRICADES
- PROPER ACCESS EGRESS
- INSPECTED BY COMPETENT PERSON
- OTHER: _____

CONFINED SPACE

- PROPER TRAINING / QUALIFICATIONS
- PERMIT / NON-PERMIT SPACE
- PERMIT / RECLASSIFICATION / ALTERNATE ENTRY
- AIR MONITORING / SAMPLING
- COMMUNICATION PROCEDURES
- PROPER SIGNS / BARRICADES / TAGS
- HOLE WATCH / ATTENDANT
- LOCKOUT/TAG OUT
- OTHER: _____

