

**Request for Proposals  
Environmental Remediation Services  
Clearwater, Aiken County, South Carolina  
Seminole Mill Property**

Concurrent Technologies Corporation (*CTC*) on behalf of Aiken County, South Carolina, is requesting proposals from qualified contractors/vendors to provide environmental remediation services at the former Seminole Mill Site located along Belvedere Road (S.C. Road 126) in Clearwater, South Carolina (see Figure 1). *CTC* was selected by Aiken County (herein after, County) to provide oversight and management of project activities.

The selected contractor will contract directly with Aiken County; therefore, please review *Attachment A: Aiken County Bid Invitation* including the General Conditions and Provisions and complete the requested information on the vendor page and include with your response to this request for proposals (RFP).

Contractors interested in bidding on this project must be familiar with site conditions. An on-site meeting to observe site conditions is available to interested parties. Please contact Kristen Long with *CTC* at 803-929-6067 or via email at [longk@ctc.com](mailto:longk@ctc.com) if you would like to arrange an on-site meeting.

**BACKGROUND**

The original Seminole Mill building was constructed in 1900 and operated in tandem with the adjacent Clearwater Finishing Plant until 1989. The Seminole Mill buildings burned in 1996, leaving behind remnants of some outer walls and rooms, and large mounds of bricks, concrete, structural steel, and other building materials, including asbestos-containing materials. From July – September 2007, Aiken County oversaw the completion of asbestos abatement and demolition activities at the former Seminole Mills site. All improvements, with the exception of the former office building, smoke stack, building foundation, and asphalt parking lot were removed from the site.

A canal traverses the northern boundary of the site, flowing through an intake structure, and then continuing east to join with Little Horse Creek in the northeast corner of the site. A rail spur was formerly located in the southwestern portion of the site. The remainder of the site consists of undeveloped woodlands. Drainage from the site is north and east towards Little Horse Creek, which drains south/southeast into Horse Creek. Horse Creek empties into the Savannah River after about two miles.

In July 2007, Aiken County entered into a Voluntary Cleanup Contract (VCC) 07-5492-NRP with the South Carolina Department of Health and Environmental Control (SCDHEC) to address contamination at the site. As part of the VCC, the County agreed to take reasonable steps to address existing contamination on the property and make the property safe for the future intended reuse.

**PREVIOUS ENVIRONMENTAL INVESTIGATIONS**

Previous environmental investigations of the site include a pre-Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Screening conducted by SCDHEC in June 2003, a Preliminary Assessment/Site Inspection (PA/SI) by SCDHEC in July 2004, a Phase II ESA by MACTEC

Engineering and Consulting, Inc., in March 2006, and a Brownfields Assessment by SCDHEC in September 2006. Copies of these assessment documents are available upon request.

### **1. SCDHEC Pre-CERCLIS Screening**

In June 2003, SCDHEC completed a Pre-CERCLIS Screening at the Seminole Mills site and the adjacent Clearwater Finishing Plant.

#### Surface Water Pathway

Four sediment samples were collected along the surface water pathway – one from the branch of Little Horse Creek that runs adjacent to Clearwater Finishing Plant, one from the branch that runs under part of Seminole Mills, and two downstream in areas where the fire rubble was pushed next to the creek. Barium, calcium, iron, manganese, silver, and sodium were detected at levels greater than three times background. Antimony, total chromium, copper, lead, total mercury, cyanide, and zinc were detected at levels greater than 10 times background.

#### Soil Pathway

Six soil samples were taken from areas of visibly stained soils, overland runoff pathways, and near drums with a potential past of spillage or leakage. The background soil sample was taken from an area near the fence line along Belvedere Road. Several metals were detected at greater than three times background or ten times background. Arsenic was detected at levels above US Environmental Protection Agency (EPA) Region III Risk Based Concentrations (RBC) and Superfund Chemical Data Matrix (SCDM) values. Barium and vanadium were detected at levels greater than SCDM values.

#### Air Pathway

Thirty-four bulk asbestos samples were collected at various locations around the site. Asbestos was detected in 14 of the samples. The SCDHEC Bureau of Air Quality reviewed the bulk asbestos data and recommended asbestos abatement.

#### Groundwater Pathway

Due to the distance from the site of the nearest drinking water well, no groundwater samples were collected for the Pre-CERCLIS Screening.

#### Conclusions and Recommendations

The Pre-CERCLIS Screening recommended a PA/SI to focus on sediment sampling in areas where dye pigments were found along Little Horse Creek and two surface impoundments (later determined to be located on the property of the Clearwater Finishing Plant).

### **2. SCDHEC PA/SI**

In July 2004, SCDHEC completed a PA/SI at Seminole Mills and Clearwater Finishing. As part of the investigation, two soil samples and 14 sediment samples were collected from onsite and offsite soils and surface water sediments. The primary objective of the investigation was to determine any impact to nearby surface water.

### Surface Water Pathway

SCDHEC collected eight sediment samples from the canal and Little Horse Creek. Several metals, pesticides, polychlorinated biphenyls (PCBs), and polynuclear aromatic hydrocarbons (PAHs) were detected above three times background levels in the sediment samples. Chromium, copper, and lead were detected above Region 9 PRGs. PCB concentrations exceeded ecological screening levels in five sediment samples.

### Soil Pathway

Two soil samples were taken from the dump area located in the woods to the east of the fenced portion of the property. Both samples were taken directly from waste piles. Construction and demolition debris along with numerous rusted drums, five and ten gallon buckets, ash, and other assorted garbage was noted in the waste piles. Several metals, benzo-a-pyrene, dieldrin, and Aroclor 1254 were detected above Region III RBC screening values in the soil samples. Arsenic, barium, and vanadium were detected above SCDM Industrial screening values. Vanadium was detected at 160,000 parts per million (ppm) in one sample. The presence of vanadium, one possible use of which is to dye fabrics, in the soil sample may indicate that the Clearwater Finishing Plant deposited wastes in the dump area.

### Conclusions and Recommendations

SCDHEC recommended the Seminole Mills site as a low priority for an Expanded Site Inspection (ESI) under the Federal Superfund Program.

### **3. MACTEC Phase II ESA**

In March 2006, CTC contracted with MACTEC to complete a Phase II ESA for the Seminole Mills Site under Aiken County's US EPA Brownfields Assessment Grant. Results of the Phase II assessment are contained in the attached report, "Report of Soil and Ground-water Sampling and Chemical Analysis, Seminole Mills Site." The assessment work to characterize the site included six shallow hand auger borings to collect shallow soil samples, the collection of five sediment samples along Little Horse Creek, as well as the installation of six soil borings using direct push technology to collect soil and ground-water samples at selected locations across the site.

### Sediment Sampling Results

The sediment sampled at the site did not appear to be significantly impacted by volatile organic compounds, semi-volatile organic compounds, organochlorine pesticides, polychlorinated biphenyls, or Target Analyte List (TAL) metals with the exception of arsenic, lead, and chromium. The concentration of arsenic detected in all of five of the sediment samples exceeded the Region 9 PRGs for arsenic concentrations in residential soils of 0.39 mg/kg. However, they were within the range of the background samples taken by DHEC during the pre-CERCLIS screening. In addition, the concentration of lead in one of the samples taken along Little Horse Creek exceeded the PRG for lead concentrations in residential soils but was below the PRG for lead concentrations in industrial soils. However, the concentration of total chromium exceeded the PRG for chromium concentrations in residential soils in three of the five samples. In one case the concentration was more than five times the PRG concentration. Total chromium, however, was not speciated during the assessment. Therefore, total chromium concentrations were compared to the 'worst case' scenario hexavalent chromium PRG value.

### Soil Sampling Results

The concentration of arsenic detected in all of the soil samples exceeded the PRGs for arsenic concentrations in residential soils of 0.39 mg/kg. In addition, concentrations of antimony, cadmium, chromium, iron, lead, thallium, and vanadium detected in one soil sample collected in the dump area; chromium, iron, lead, and vanadium in another soil sample collected in the dump area; and vanadium in the third soil sample collected in the dump area exceeded the respective PRGs for these metal concentrations in residential soils.

Several semi-volatile compounds were detected in five of the six soil samples collected using a hand auger and two of the soil samples collected using the direct push technology. The compounds detected were present in concentrations that exceeded the respective SCDHEC Risk Based Screening Levels (RBSLs) and/or the EPA PRGs for soils beneath residential sites.

The soil in some areas beneath the site appears to have been significantly impacted by several TAL metals and semi-volatile organic compounds in concentrations that may pose a recognized environmental condition in relation to the site. Additionally, the concentration of detected semi-volatile constituents in the soil borings decreased with depth, and the ground water samples at the termination depth of the borings did not indicate the presence of semi-volatile constituents. Therefore, the presence of the semi-volatile constituents in the soil at the site appears to be a result of a surface or near surface release that is limited to the soil at the site.

### Ground Water Sampling Results

The results of the chemical analysis of the ground water samples did not indicate that ground water at the site had been significantly impacted by volatile organic compounds, semi-volatile organic compounds, organochlorine pesticides, polychlorinated biphenyls, or TAL metals. However, arsenic and iron were detected in the ground water sample taken near the parking area along Belvedere Road at concentrations that exceeded the respective PRGs for tap water but did not exceed SCDHEC drinking water standards.

### Conclusions and Recommendations

CTC and MACTEC concluded that due to the potential use or redevelopment of the site, further assessment, including additional soil sampling and chemical analysis, may be necessary to identify the extent of the metals and semi-volatile organic compound impacts in the soil at the site. This additional assessment activity could be completed after redevelopment plans are finalized and either during or after site prep work.

## **4. SCDHEC Brownfields Assessment**

In September 2006, SCDHEC screened the downstream floodplains area located on the west bank of Little Horse Creek. Thirty-nine soil/sediment samples were analyzed in-situ by a field chemist utilizing X-ray Fluorescence technology. Following the field screening activities, SCDHEC collected three groundwater and four sediment samples from the impacted floodplain.

### Floodplain Screening Results

Approximately three acres of floodplains were delineated as having elevated detections of chromium, copper, and lead.

### Ground Water Sampling Results

The results of the chemical analysis of the ground water samples indicated that in one of the three samples, Thallium was detected above established Maximum Contaminant Levels. All of the other constituents sampled for (TAL metals, TAL semi-volatile compounds, Target Compound List [TCL] pesticides/PCBs/Aroclors, TCL volatile compounds and chromium speciation analysis) were below regulatory thresholds. Additionally, chromium was only detected in the trivalent form.

### Sediment Sampling Results

The results of the chemical analysis of the sediment samples (which were sampled for TAL metals and Toxicity Characteristic Leaching Procedure (TCLP) metals) indicated that chromium, copper, lead, total mercury, and zinc were detected above Region 4 Waste Management Division Ecological Screening Values for Hazardous Waste.

### Conclusions and Recommendations

SCDHEC recommended the Seminole Mills site as a low priority for an Expanded Site Inspection (ESI) under the Federal Superfund Program; however, should planned remedial activities as dictated by the VCC with the State not occur, the site should be considered for the National Priorities List.

## **5. Analysis of Brownfields Cleanup Alternatives**

As part of the EPA Brownfields Cleanup project, CTC on behalf of the County developed an Analysis of Brownfields Cleanup Alternatives (ABCA) document in March 2008 (Attachment 1). The ABCA identified, evaluated and selected the appropriate remediation/management method to address the above-mentioned environmental concerns on the site. The ABCA evaluated three alternatives (including no action) for each of the environmental concerns. Following the evaluation, the recommended alternative for the dump area of excavation and off-site disposal of soil at an appropriately permitted landfill facility was selected. This alternative assumes that all excavated soil will be disposed at a properly permitted Subtitle D Landfill as non-hazardous waste. In the event that any of the waste is characterized as hazardous, wastes will be segregated and the hazardous waste portions will be sent to an approved hazardous waste landfill. In addition, confirmation sampling will be conducted subsequent to excavation and disposal to ensure cleanup goals have been met. Note: The contractor will not be responsible for confirmation sampling following the removal of soils.

Additional information regarding the onsite environmental concerns and proposed remediation alternatives is identified below in the Scope of Work section.

### **SCOPE OF WORK**

The County is seeking technical remedial services from contractors on three (3) tasks associated with this project. The selected contractor shall complete the tasks in accordance with all federal, state and local laws, rules, regulations and requirements, and after obtaining all appropriate licenses and permits, and giving any and all required notifications. The County may modify the proposed activities based on comments/suggestions from EPA and SCDHEC. Should modifications be required, the County will negotiate with the selected contractor to address the modification of such proposed activities. Please provide a cost estimate for each of the following three (3) tasks:

1. Permanently remove and properly dispose of all debris and contaminated soils in the “dump area” adjacent to Little Horse Creek (see Figure 2). The amount of soil and material to be removed from the site is estimated to be 1,500 tons. However, you are also required to provide an estimate on the amount of material (in tons) that you/firm estimates is in the “dump area” that will be removed. Provide a cost estimate on the bid form for the following:
  - a. Mobilization/Demobilization costs.
  - b. A daily rate for removal of soils to include all equipment, labor, supplies, travel, and lodging costs. Time/costs associated with clearing & grubbing should be included in this section.
  - c. Rate per ton for transportation of the soil and material to an appropriate disposal facility (Subtitle D).
  - d. Rate per ton for disposal of the soil as non-hazardous waste at an appropriate/permitted landfill/disposal facility (Subtitle D).
  - e. Rate per ton for transportation to the County’s C&D Landfill

**NOTES:**

- Aiken County reserves the right to pay directly for the disposal of all debris, soil, etc. removed from the “dump area”.
  - Clearing and grubbing will be required of the contractor in the “dump area”. All trees, vegetation removed during clearing activities should be stockpiled in an area designated by the County for disposal/grinding. The contractor is not responsible for the disposal/grinding of the trees/vegetation.
  - Effort should be made by the contractor to preserve and prevent damage to as many of the trees as possible during removal activities.
  - All material removed from the “dump area” that is suitable for disposal as Construction & Demolition (C&D) Waste should be segregated for disposal at the County’s C&D Landfill. The contractor is responsible for the transportation of this material to the County’s C&D Landfill. There will be no disposal costs associated with the C&D Waste.
  - No fill will be required following the removal of soil and debris.
2. Permanently remove and properly dispose of approximately twenty (20) miscellaneous containers/drums of unknown content. A TCLP and waste characterization will be performed by CTC/Aiken County on the contents of the containers/drums prior to disposal to determine the nature of the material. Please provide a lump sum cost estimate for the following:
    - a. Removal and transportation of containers/drums to an appropriate disposal facility as non-hazardous waste (which will be determined by the TCLP sampling conducted prior to the removal activities).
  3. During and after removal activities in the “dump area” the contractor must implement the necessary erosion control measures to prevent storm water runoff into Little Horse Creek and excessive erosion to the surrounding area. At a minimum, silt fencing must be erected around the project area and along Little Horse Creek. Following removal activities the disturbed area should be returned to a suitable grade as determined by the County, and all disturbed areas should be seeded/grassed.

In addition, contractor shall comply with the following requirements:

- Contractor shall provide necessary equipment for the removal of debris, contaminated soils, and drums/containers and the loading of all material into trucks.
- Contractor shall provide, at Contractor's sole expense and in accordance with applicable laws, the location for materials to be taken after removal from property.
- Contractor shall properly dispose of all materials in accordance with SCDHEC regulations and requirements.
- Contractor shall execute on behalf of Aiken County all hazardous waste manifests, waste characterizations and construction and demolition (C&D) waste manifest.
- Contractor shall utilize only qualified operators for all types of equipment used in the removal project.
- **CONTRACTOR'S OBLIGATION FOR PROJECT SAFETY:** The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordination and supervising all portions of the Work under the Agreement. The Contractor shall conduct the Work in such a manner as to protect the County and all other persons from accidents and injury, and in such a manner as to avoid damage to the Property, adjacent properties, or any improvements or personal property located thereon. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall comply with all State and Federal OSHA, health, environmental, and safety regulations, rules and laws. The contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Contractor shall examine the Property to its satisfaction prior to the commencement of any Work to become familiar with the condition of the Property to the extent necessary and appropriate to properly perform the Work. In this regard, Contractor shall (i) inspect the Property in order to determine the nature, extent and location of any dangerous or unsafe conditions on and in the vicinity of the Property, and (ii) specifically instruct its employees regarding the appropriate safety practices and procedures in connection with any dangerous or unsafe conditions that may encountered. The County makes no representations or warranties with respect to the condition of the Property, or for the accuracy or completeness of any information provided by the County or its agents with respect thereto. Any harm or injury to Contractor, Contractor's employees, agents, subcontractors or any other persons performing any portion of the Work under an agreement with Contractor that is or may be attributable to the condition of the Property including, without limitation, the condition of improvements thereon, shall be the sole responsibility of, and at the sole risk of, Contractor. The presence on the job site of persons representing the County shall not in any way be construed to limit the Contractor's full responsibility hereunder for safety of all persons and property at the job site. Liability of the Contractor for all damages to persons or public or private property arising from the Contractor's execution of the Work shall not be diminished because of any inspection, testing or observation of the Work by agents of the County.
- **PROTECTION OF PROPERTY**
  - i. Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, including adjacent property. Any and all damage to property by Contractor shall be repaired or compensated at Contractor expense.

- ii. Contractor shall protect the following items:
  1. All Survey hubs and markers
  2. Any storm drain, irrigation line, or open channel running through the property and apparently serving other properties
  3. Overhead electrical power, cable television, and other transmission lines and poles in and around the area

## **PROJECT SCHEDULE**

Provided below is a schedule of project activities, including their start and completion dates.

| <b>Activity</b>                                   | <b>Start Date</b> | <b>Completion Date</b> |
|---|-------------------|------------------------|
| Issue Request for Bid for Remediation Activities  | June 16, 2008     | June 27, 2008          |
| Receive and Evaluate Responses to Request for Bid | June 27, 2008     | June 30, 2008          |
| Negotiate Contract with Selected Bidder           | July 1, 2008      | July 18, 2008          |
| Conduct Site Cleanup Activities                   | July 21, 2008     | August 8, 2008         |

## **CONTENTS OF STATEMENTS**

Contractor Selection will be based on the information submitted on the following criteria. All statements shall include the following:

- A. General overview of contractor's qualifications and capabilities.
- B. Description of the technical approach that will be used to complete the tasks.
- C. Past project experience.
- D. Key staff assigned to the project.
- E. Estimated project expenses as requested in the above scope of work, and project requirement components.

### **A. General Overview and Contractor's Qualifications and Capabilities (15 Points)**

Provide a general overview of the company and a description of the contractor's qualifications and capabilities in regards to the project outlined. Relevant marketing materials may also be included in the supplemental information.

### **B. Description of the Technical Approach that will be used to complete the tasks (20 Points)**

Based on a review of the Scope of Work and requested activities describe the technical approach that will be used to complete tasks 1 - 3 of the Scope of Work. At a minimum, your discussion should include the following information:

- List the type of equipment your firm is proposing to use to complete the above requested activities,

- The number of days your firm is estimating to complete the above requested activities, please provide an estimate on the number of days to complete each of tasks 1 - 3. In addition, please provide a discussion on any concerns, issues, etc. that may prevent your firm from meeting the above project schedule.
- Which landfill/disposal facility(ies) both Subtitle D and C&D your firm is proposing for soil and debris;
- How many trucks your firm is proposing to use on a daily basis for transportation of the removed materials;
- Although the exact nature (weight) of the material to be removed is unknown at this time, please identify the minimum and maximum weight (tons) your firm is proposing per truck load; and

C. Past Project Experience (15 Points)

Provide brief summaries of three (3) relevant projects, including a description of the scope of work and client name and contact information.

D. Key Staff Assigned to the Project (10 Points)

Identify specific personnel and subcontractors that will be assigned to the following key roles for the project: Project Manager and Lead Technical Staff members. Personnel identified in the proposal must be the primary staff that will work on the project. Contractors must provide as a component of this proposal a list of any subcontractors and a background/qualifications summary for the project manager and the lead technical staff members. Resumes may be included for project personnel in the supplemental information. Project staff must meet all local, state, and federal requirements to perform work.

The selected contractor will have sufficient education, training (ex: HAZWOPER), and experience including state or federal governmental certification and environmental professional license and relevant full-time experience with Brownfields cleanup projects.

E. Estimated Project Expenses Detailed by Scope of Work and Project Requirement Components (40 Points)

Proposals must identify standard rates as described in the above Scope of Work. Rates must include all costs (labor, equipment, supplies, etc.) associated with performing the tasks described. All bidders must complete the bid form in Attachment 3 and include with your response in this section.

**Contractor Selection**

Aiken County will select a licensed remediation contractor based on firm capabilities, technical approach, past project experience, key staff assigned to the project, knowledge of the area, and estimated project expenses.

Qualifying firms must demonstrate experience in performing environmental remediation/removal in South Carolina.

Responses to this Request for Proposals (RFP) shall include the following sections:

1. Description of Contractor's Qualifications and Capabilities

2. Proposed Schedule to Complete the Scope of Work described in this RFP (Please provide a detailed discussion of any potential problems that you foresee in meeting the desired schedule)
3. Past Project Experience: include project summaries of relevant projects, summarize the scope of work, and provide client contact information (a minimum of three summaries required)
4. Key staff assigned to project: identify specific personnel and subcontractors that will be assigned to the project. Certified or licensed professionals (e.g., OSHA/HAZWOPER) must be used to perform work as required.
5. Cost Proposal (Completed Bid Form) to perform the Scope of Work described in this RFP
6. Completed Aiken County Bid – Vendor Information Page (included as Attachment A)

**Proposal Information**

Responses to this RFP will be evaluated based on the consultant's responses to all relevant criteria stated in this RFP. CTC/Aiken County reserves the right to reject and/or accept any and all proposals.

Three (3) copies of the proposal must be received by 4:00 PM EDT on June 27, 2008. Proposals must be sent to the following address:

Kristen H. Long  
Concurrent Technologies Corporation  
1233 Washington Street, Suite 1000  
Columbia, South Carolina 29201

Please contact Kristen H. Long at [longk@ctc.com](mailto:longk@ctc.com) with any questions.

|  |  |   |
|--|--|---|
| <b>BID INVITATION</b>  | <b>Environmental Remediation Services -<br/>Seminole Mill Property</b> |  |
| <b>AIKEN COUNTY, SOUTH CAROLINA,<br/>a body politic and corporate and a political<br/>subdivision of the State of South Carolina</b> |  |   |
| <b>Bids will be received until 4:00 p.m. on June 27, 2008</b>  |  |   |

Vendor Name: \_\_\_\_\_ Federal ID #: \_\_\_\_\_  
 \_\_\_\_\_

Address: \_\_\_\_\_ Local Preference? Yes No (See  
 general conditions #14)  
 City, State  
 Zip: \_\_\_\_\_

Telephone #. (\_\_\_\_) \_\_\_\_\_ Fax #. (\_\_\_\_) \_\_\_\_\_ e-mail  
 \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid, that I have read and understand all instructions and conditions in the bid document, and verify that I am authorized to sign this bid for the bidder. I further state that the company affiliated with this bid currently complies with all applicable federal and state laws and directives relative to non-discriminatory practices in employment and is not barred or suspended from bidding with any government organization.

Signature: \_\_\_\_\_

Name (printed/typed): \_\_\_\_\_ Title: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

1. **Submit bids in a sealed envelope with the bid number as well as the time and date for opening prominently marked on the outside.**
2. Bids must be submitted at the time, date and exact location specified to be considered. No late bids, telegraphic, or telephonic bids will be accepted.
3. All bids shall be signed by an authorized officer or employee of the bidder.
4. On the form provided in the bid, all information requested of the bidder must be entered in the appropriate space on the original forms. Failure to do so may be grounds for disqualification.
5. All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrected prior to submission, if initialed by the person signing the bid.
6. Corrections and/or modifications received after the closing time specified will not be accepted.
7. Time of delivery, defined as the number of calendar days between receipt of the order by the bidder and the receipt of goods or services by Aiken County, may be considered as one factor in determining the award.
8. Prices will be considered net if no discount is shown.

## GENERAL CONDITIONS

1. Aiken County reserves the right to award bids received on the basis of individual items, groups of items, or the entire list of items; to reject any and all bids; and to waive any technicalities.
2. Unit prices will govern over extended prices. Prices must be quoted as requested. Prices that are not in compliance with the request may be considered non-responsive.
3. In case of tie bids, price and quality being equal, preference shall be given to Aiken County vendors. In every case, Aiken County reserves the right to make awards deemed to be in the best interest of the County.
4. The Evaluation of the bids and the determination as the equality of the product offered is the responsibility of Aiken County, and will be based on information furnished by the bidder in the bid.
5. Unless otherwise indicated in the bid notice, prices must be firm, and remain in effect for ninety (90) days. Ambiguous bids that are uncertain as to fees, delivery, or compliance with specifications may be rejected or disregarded.

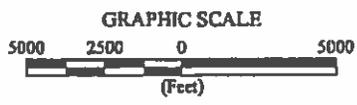
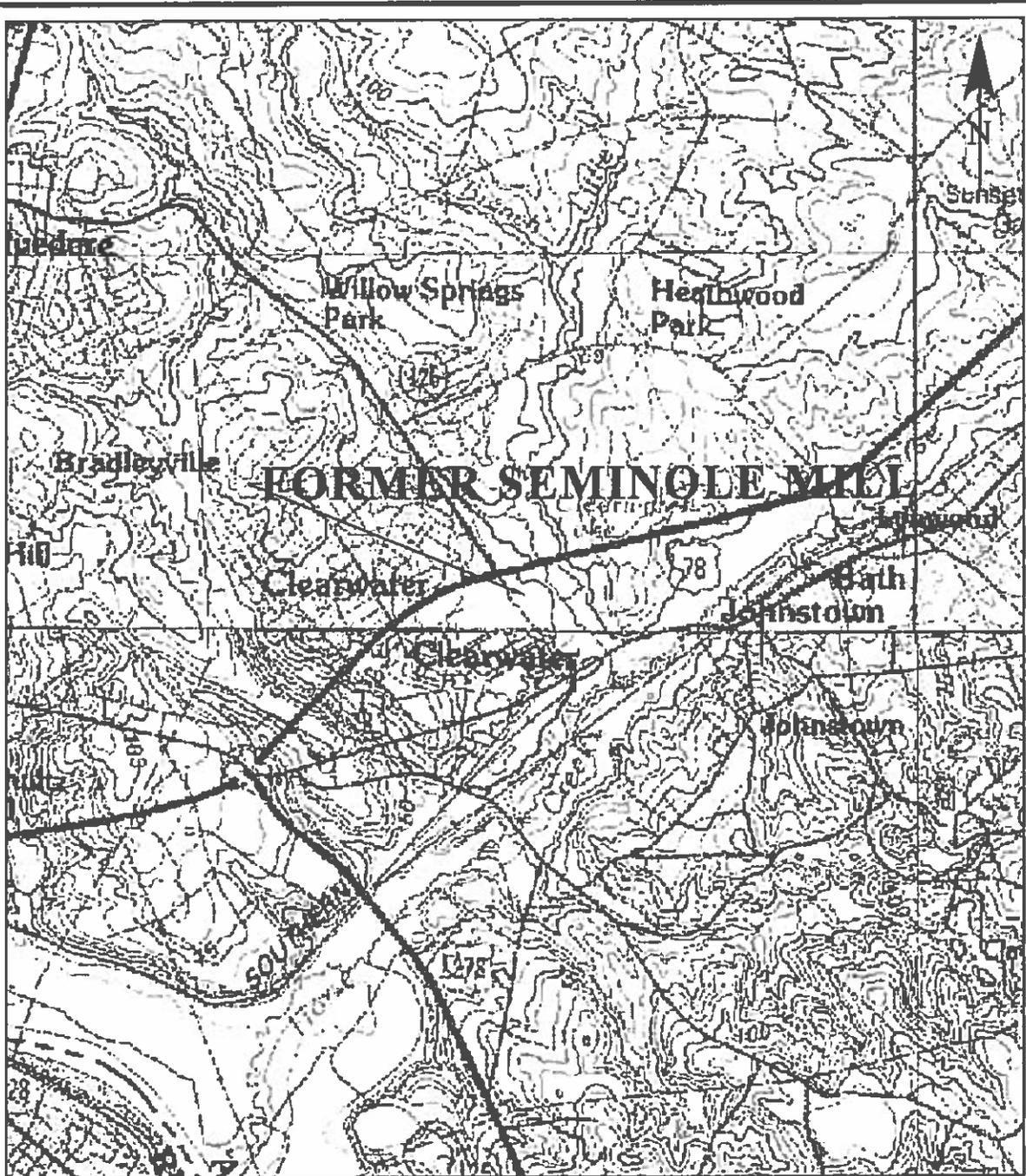
6. Brand names and numbers, when used, are for reference only to indicate character or quality desired and do not indicate a preference.
7. Equal items will be considered; equal items shall state the brand name or quality; and Aiken County's determination of what shall constitute equality shall be final and conclusive.
8. When brand name, number, or level of quality is not stated by the bidder, it is understood that the offer is exactly as specified.
9. Sales, use, or excise taxes must not be included as any part of the bid price. These taxes, as well as any handling and shipping charges, must be shown as separate items. Shipping charges will be considered as a factor in determining awards.
10. Samples of any articles deemed necessary shall be furnished free of any cost to Aiken County. These samples may be retained for future comparisons. Any samples not destroyed by testing or not retained for comparisons will be returned to the bidder at the bidder's expense upon request.
11. Aiken County does not assume responsibility for any costs incurred during the preparation of this bid.
12. The successful bidder shall indemnify and hold harmless Aiken County, its officers, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trade mark, or copyright.
13. In case of default by contractor, Aiken County reserves the right to purchase any or all items in default in open market, charging the contractor with any excess costs. Periods of performance may be extended if the facts as to the cause of delay are justified in the opinion of the proper Aiken County officials.
14. Aiken County utilizes local preference for the purpose of determining the low bidder. Vendors who maintain a place of business in Aiken County, and have done so for at least 90 days, qualify for local preference. A factor of 5% for prices under \$5,000, 4% for prices between \$5,000 and \$10,000 and 3% for prices over \$10,000 will be added to proposals which do not qualify, up to \$2000.00. Vendors should check the appropriate box on the front of the bid invitation to indicate their status.

#### **GENERAL PROVISIONS**

1. **ORDER OF PRECEDENCE:** In the event of inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (A) Aiken County Ordinance Number 87-5-25 and amendments, (B) The bidding schedule, (C) General Provisions, (D) Instructions to Bidders, and General conditions, (E) Other provisions of the contract whether incorporated by reference or otherwise, and (F) the Specifications.

2. **S.C. LAW CLAUSE:** Upon award of a contract or Purchase Order under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina that require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, to all matters and disputes arising or to arise under the contract and performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
3. **EXCUSABLE DELAY:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the fault of a subcontractor, and if such default arises out of control of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
4. **AWARD CRITERIA:** Award will be made to the lowest responsible bidder who submits a responsive bid that Aiken County considers to be most advantageous to its own interests.
5. **SPECIFICATIONS:** Any deviation from specifications in the bid solicitation must be clearly pointed out; otherwise, it will be considered that the items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefor. Unless otherwise stated, it is understood and agreed that any item offered or shipped on this bid shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
6. The bidder must assume that any purchase, responsibility, insurance, and action or activity which is necessary for the satisfactory operation of the services requested in the invitation to bid, but which is not specifically designated as an Aiken County responsibility, is a responsibility of the Contractor's operation, and the bidder shall include these in the response to this invitation to bid accordingly.

**BID PROCEDURES MUST COMPLY WITH THE PROVISIONS OF THE AIKEN COUNTY  
PURCHASING ORDINANCE**



**Notes:**  
 1. Portion of USGS 7.5' Clearwater Quadrangle

**Figure 1**  
**SITE LOCATION MAP**  
 Former Seminole Mill  
 Aiken, South Carolina

|                                  |  |                         |
|----------------------------------|--|-------------------------|
| Project Mgr: KHL                 | <br>1233 Washington St., Suite 1000<br>Columbia, SC 29201<br>(803) 929-6060 | Project No. 01453.3.30  |
| Designed By: BJK                 |  | Scale: 1 in. = 5000 Ft. |
| Checked By: KHL                  |  | Date: 04/28/2008        |
| Approved By: KHL                 |  | Drawn By: BJK           |
| File Name: FIGURE_1_SEMINOLE.DWG |  |                         |

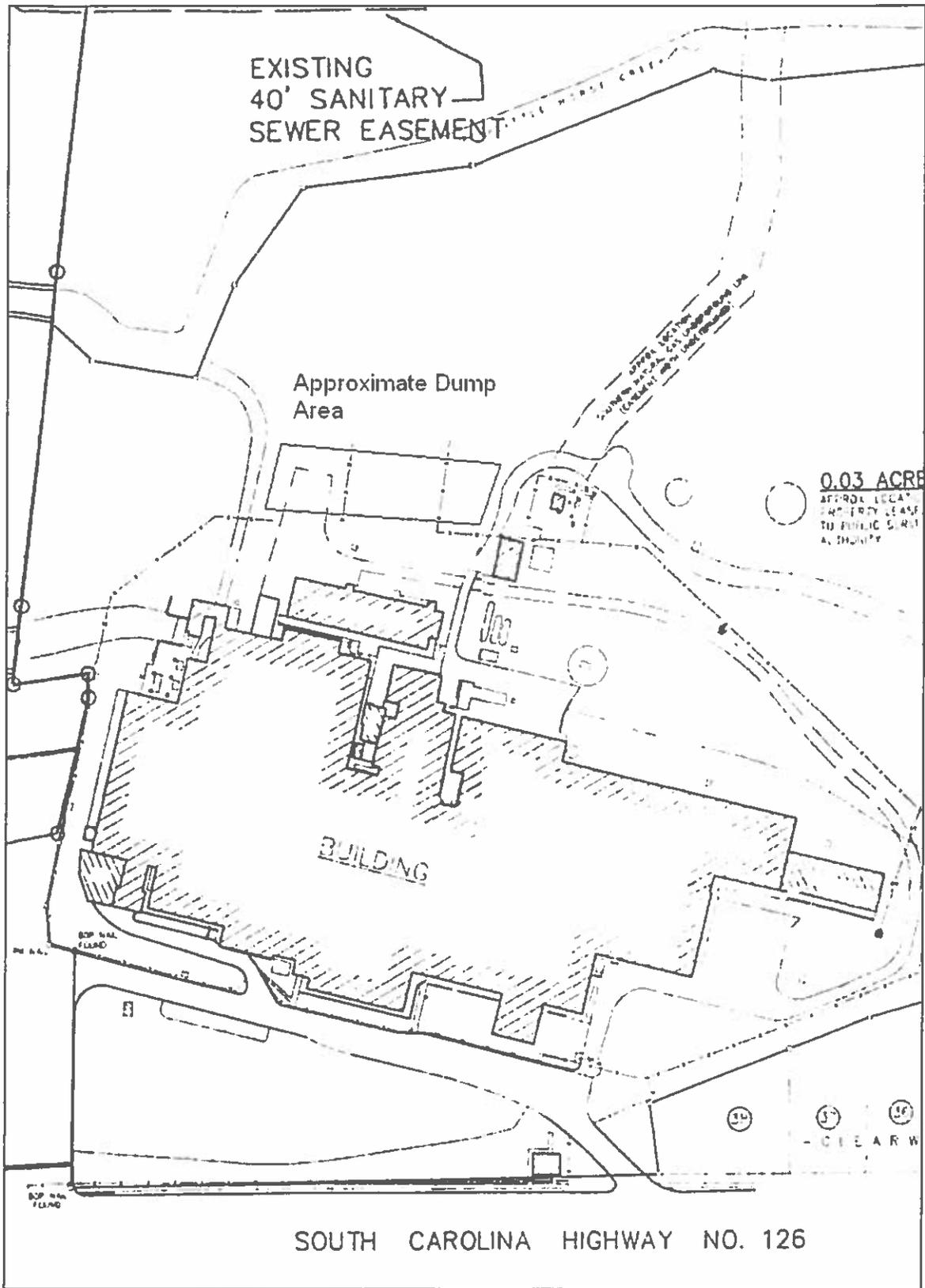


Figure 2

*Aiken County has made this information available from the Seminole Mill Project for interested parties. The County does not guarantee the information remains correct or accurate as it was collected some years ago, but the information can be considered a reference for those interested in the project.*