

AGENDA
LEXINGTON COUNTY COUNCIL
Committee Meetings
Tuesday, February 10, 2009
Second Floor - County Administration Building
212 South Lake Drive, Lexington, SC 29072
Telephone - 803-785-8103 - FAX 803-785-8101

***Times are tentatively scheduled committee meetings that may run behind or ahead of schedule; therefore, the times could change by as much as 30 minutes.**

1:15 p.m. - 1:55 p.m. - Health & Human Services

- (1) Ordinance 08-16 - An Ordinance to Amend the Lexington County Code of Ordinances, Chapter 14, Building and Building Regulations; by Adding a New Article Therein for the Purpose of Establishing Regulations and Requirements Related to Smoking in Retail Food Establishments in the Unincorporated Areas of Lexington County **A**
- (2) Citizen's Request to Amend Animal Control Ordinance - Animal Services - Chris Folsom, Animal Services Coordinator and Joe Mergo, Deputy County Administrator **B**
- (3) Old Business/New Business
- (4) Adjournment

1:55 p.m. - 2:30 p.m. - Public Works

- (1) 2009 Kid's Day of Lexington - Public Works - Sheri Armstrong, Stormwater Manager **C**
- (2) 2009 Electric Lawn Mower Exchange (Goal 2) - Public Works - Sheri Armstrong, Stormwater Manager **D**
- (3) Norfolk Southern Railroad Agreement - Public Works - John Fecht, Director **E**
- (4) 2009 Enhancement Grant Application Preview - Public Works - John Fecht, Director **F**
- (5) Road Bids Recap - Public Works - John Fecht, Director **G**
- (6) Old Business/New Business
- (7) Adjournment

2:30 p.m. - 2:35 p.m. - Solid Waste

- (1) Palmetto Pride Community Pride Grant Award (Goal 3) - Solid Waste Management - Dave Eger, Director **H**
- (2) Old Business/New Business
- (3) Adjournment

2:35 p.m. - 4:15 p.m. - Committee of the Whole

- (1) Electronic County Council Quarterly Newsletter (Goal 1) - Joe Mergo, Deputy County Administrator and Mike Ujcich, Chief Information Officer
- (2) Saxe Gotha Water Line Agreement (Goal 2) **I**
- (3) Approval of Minutes - Meeting of December 9, 2008 (Long Range Transportation Plan) **J**
- (4) Old Business/New Business
- (5) Adjournment

Health & Human Services

- J. Jeffcoat, Chairman
- B. Banning, Sr., V Chairman
- J. Kinard
- B. Keisler
- D. Summers

Public Works

- T. Cullum, Chairman
- B. Derrick, V Chairman
- B. Keisler
- J. Carrigg, Jr.
- B. Banning, Sr.
- D. Summers

Solid Waste

- J. Jeffcoat, Chairman
- B. Keisler, V Chairman
- S. Davis
- J. Carrigg, Jr.
- T. Cullum
- D. Summers

Committee of the Whole

- D. Summers, Chairman
- J. Kinard, V Chairman
- B. Derrick
- S. Davis
- B. Keisler
- J. Jeffcoat
- J. Carrigg, Jr.
- B. Banning, Sr.
- T. Cullum

A G E N D A
LEXINGTON COUNTY COUNCIL
Tuesday, February 10, 2009
Second Floor - Dorothy K. Black Council Chambers - County Administration Building
212 South Lake Drive, Lexington, South Carolina 29072
Telephone - 803-785-8103 FAX - 803-785-8101

4:30 P.M. - COUNCIL CHAMBERS

Call to Order/Invocation
Pledge of Allegiance

2008 Safety Achievement Award Presented by John Henderson, SCAC Risk Manager

Chairman's Report

Administrator's Report

Employee Recognition - Katherine Hubbard, County Administrator

Appointments K

Bids/Purchases/RFPs

- (1) Chapin Public Works Office and Shop - Building Services **L**
- (2) Radio Control Assembly – Sheriff's Department **M**
- (3) Roadway Improvements to Jim Rucker Road - Public Works..... **N**
- (4) Taylor Road Improvement Project - Public Works..... **O**

Approval of Minutes - Meeting of January 13, 2009..... P

Committee Reports

Health & Human Services, J. Jeffcoat, Chairman

- (1) Burton Center - Resolution - Designation for Burton Center to Obtain Funds to Transport Persons with Disabilities and Special Needs Through the State Mass Transit Assistance Program..... **Q**

Public Works, T. Cullum, Chairman

- (1) Norfolk Southern Railroad Agreement - **Tab E**

Solid Waste, J. Jeffcoat, Chairman

- (1) Palmetto Pride Community Pride Grant Award - **Tab H**
- (2) Tire Disposal Program**R**

Committee of the Whole, D. Summers, Chairman

- (1) Saxe Gotha Water Line Agreement - **Tab I**

Budget Amendment Resolutions

6:00 P.M. - Public Hearings

- (1) Zoning Map Amendment M08-13 - Stagecoach Road **S**
- (2) Ordinance 09-02 - An Ordinance Approving the Conveyance of Real Estate From the
County of Lexington to John J. Miller **T**
- (3) Ordinance 09-03 - An Ordinance to Amend the Lexington County Wrecker and Towing
Services Ordinance.....**U**

OLD BUSINESS/NEW BUSINESS

EXECUTIVE SESSION/LEGAL BRIEFING

MATTERS REQUIRING A VOTE AS A RESULT OF EXECUTIVE SESSION

ADJOURNMENT

<p>GOALS</p> <ol style="list-style-type: none"> 1. Provide for public services to citizens of Lexington County. 2. Manage growth to meet needs of Lexington County. 3. Provide innovative Financial Management.
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- 1. Provide for public services to citizens of Lexington County.**
- 2. Manage growth to meet needs of Lexington County.**
- 3. Provide innovative Financial Management.**



COUNTY OF LEXINGTON

212 South Lake Drive
Lexington, SC 29072
(803) 785-8100
Fax (803) 785-8101
khubbard@lex-co.com

Memorandum

To: County Council
From: Katherine Hubbard, County Administrator
Date: February 5, 2009
Re: Revised Smoking Ban Ordinance

Please find the attached revised wording for the draft Smoking Ban Ordinance which is intended to reflect the amendments made by Council on 1/27/09. This draft is scheduled for discussion in the Health & Human Services Committee on 2/10/09.

Following the last Council meeting, I was asked to suggest a definition for private clubs for discussion purposes by the Committee. Other jurisdictions, including the Town of Lexington, City of Beaufort and the City of Camden have used a definition similar to this one in their ordinances. These ordinances were also attempting to define a place of employment for the purpose of prohibiting smoking in a workplace:

“Private club” means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, or for purposes of benefitting particular club members and their guests, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants, or entertainment venues primarily for the pecuniary benefit of the owner or chief operating officer shall not be treated as private clubs under this definition. A private club will not be considered a private club for the purposes of this definition when being used for a function to which the general public is allowed to enter.

You will notice that the above definition is intended to exclude private clubs that are operating as bars, restaurants or entertainment venues.

The City of Clemson uses the following definition:

“Private Club or Lodge” means a bona fide organization, whether incorporated or not, which is the occupant of a building, or a portion of a building that has a different address,

a separate entrance and not connected by common doors or passageways with any other business within the building, and which is used solely and exclusively for social, benevolent, patriotic, recreational or fraternal purposes, and not pecuniary gain or profit, and no part of the net earnings of which inures to the direct benefit of any member or shareholder, and if engaged in the sale of beer, wine, porter, ale or alcoholic beverages, such is incidental to its main purpose, and which maintains on the premises a complete membership list showing the date of application of the proposed member, the date of admission after election, the date initiation fees and dues are paid, the amount paid by each member and each member's correct mailing address. No organization shall qualify as a private club or lodge under this section if it admits members on demand by payment of a nominal fee.

Copies of draft ordinance wording prior the most recent amendment will also be available in the Committee meeting. If you have any questions, or need additional information prior to the meeting, please contact me.

Enc(1) – Revised Smoking Ban Ordinance dated 2/5/09

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR LEXINGTON COUNTY
ORDINANCE 08-16

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY CODE OF ORDINANCES, CHAPTER 14, BUILDING AND BUILDING REGULATIONS; BY ADDING A NEW ARTICLE THEREIN FOR THE PURPOSE OF ESTABLISHING REGULATIONS AND REQUIREMENTS RELATED TO SMOKING IN RETAIL FOOD ESTABLISHMENTS IN THE UNINCORPORATED AREAS OF LEXINGTON COUNTY.

Pursuant to the authority of the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY LEXINGTON COUNTY COUNCIL:

SECTION I. County Council has determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in the furtherance of its duty to protect the health of its citizens in retail food establishments and therefore enacts this Article.

The Lexington County Code of Ordinances; Chapter 14, Buildings and Building Regulations; is hereby amended to add a new article, which shall read as follows:

Article V. Smoking in Retail Food Establishments

Section 14-____. Secondhand smoke in retail food establishments

(a) Intent. County Council has reviewed the findings of the U.S. Surgeon General that concludes that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers to secondhand smoke. Furthermore, County Council recognizes that the preparation and consumption of food in a retail food establishment should be done in a safe and sanitary environment, without exposure to the toxins contained in secondhand smoke. Therefore, County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in retail food establishments. As a result, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, safety, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in retail food establishments; and 2) to guarantee the right of nonsmokers to breathe smoke-free air in retail food establishments, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

(b) Definitions.

- (1) "Attached bar" means a bar area of a restaurant.
- (2) "Bar" means an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and which the serving of food is only incidental to the consumption of those beverages, including, but not limited to,

taverns, nightclubs, cocktail lounges, and cabarets. Fifty percent or less of the revenue of the bar must come from the sale of food; if the percentage of revenue from food is greater than fifty (50) percent, the business is classified as a retail food establishment.

- (3) "Enclosed area" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, dining areas, attached bars, restrooms, offices, private dining rooms, foyers, waiting areas and halls.
- (4) "Retail Food Establishment" is any operation that prepares, packages, serves, processes, or otherwise provides food for human consumption on the premises, regardless of whether there is a charge for the food to include but not limited to restaurants, coffee shops, delicatessens, snack bars, ice cream parlors, cafeterias, mobile food units including bases of operations, and temporary food service establishments.
- (5) "Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
- (6) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (7) "Smoking materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.

(c) Prohibition of Smoking in a Retail Food Establishment.

- (1) All retail food establishments to include a retail food establishment with an attached bar shall provide a smoke-free environment in all enclosed areas. A bar as defined by this ordinance is not considered a retail food establishment.
- (2) No person shall smoke or possess a lighted tobacco product in any enclosed area of a retail food establishment.
- (3) Notwithstanding any other provision in this article, an owner, operator, manager, or other person in control of a retail food establishment, facility or outdoor area may declare the entire establishment, facility or outdoor area as a nonsmoking location. Smoking shall then be prohibited in any place in which a sign conforming to the requirements of section 14-__ (f) is posted.

(d) Posting of Signs. The owner, manager or person in control of a retail food establishment shall post a conspicuous sign at the main entrance to the retail food establishment, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(e) Reasonable Distance. Smoking is prohibited within a distance of ten (10) feet from any door which is used as an entrance to or exit from an enclosed area where smoking is prohibited so as to insure that tobacco smoke does not enter the area through the entry. This distance shall be measured from the center of the door in question.

(f) Jurisdiction, Enforcement and Penalties.

- (1) A person who owns, manages, operates, or otherwise controls a retail food establishment and who fails to comply with the provisions of this Section shall be deemed guilty of an infraction.
- (2) A person smoking or possessing a lighted tobacco product in any retail food establishment shall be guilty of an infraction.
- (3) An infraction is punishable by a fine of twenty five dollars (\$25). Each day on which a violation of this Section occurs shall be considered a separate and distinct infraction. A violation of this Section is furthermore declared to be a public nuisance. Further, Lexington County may pursue any other equitable remedy to insure that the retail food establishment complies with the requirements set forth herein.
- (4) SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTIONS IV. Effective Date. This Ordinance shall be enforced from and after _____.

LEXINGTON COUNTY COUNCIL

BY: _____
Debra B. Summers
Chairman, Lexington County Council

ATTEST THIS THE ____ DAY
OF _____, 2009

Diana W. Burnett, Clerk
First Reading: October 14, 2008
Second Reading:
Public Hearing:
Third Reading:



INTEROFFICE MEMORANDUM

TO: KATHERINE HUBBARD, COUNTY ADMINISTRATOR
FROM: JOE MERGO III, DEPUTY COUNTY ADMINISTRATOR
SUBJECT: PROPOSED CHANGES TO ANIMAL CONTROL ORDINANCE
DATE: 2/3/2009
CC: CHRIS FOLSOM, ANIMAL SERVICES COORDINATOR

Ms. Allyson Sheldon of 2021 Old Charleston Road, Lexington 29073 has proposed several changes to the existing County animal control ordinance. Councilman Derrick asked for this request to be placed on the February 10, 2009 Health and Human Service committee agenda for discussion. Chris Folsom, Animal Services Coordinator, and I will be available to answer any questions council members may have.

MISSION STATEMENT:

PROVIDE QUALITY SERVICES TO OUR CITIZENS AT A REASONABLE COST.

VISION STATEMENT:

PLANNED GROWTH FOR OUR COMMUNITIES WITH ABUNDANT OPPORTUNITIES FOR ALL IN A QUALITY ENVIRONMENT.

Definitions

At Large means any pet that is abandoned or unclaimed.

Owner

(3) Permits a pet to remain on or about any premises occupied by said person for a period of 5 or more days without reporting the abandoned animal to animal control.

Public Nuisance means any pet that is found at large or making loud or objectionable sounds within city limits where noise ordinances are enforced.

Section 10-33

Every owner/custodian is required to see that an identification tag is securely fastened to his or her pet's collar or harness within the city limits. The tag will clearly indicate the name and phone number of the owner and must be worn by the pet at all times, unless the pet, accompanied by the owner/custodian is engaged in hunting or other activity where a collar might endanger the pet's safety. In rural or agriculturally zoned areas of Lexington County, & on farms specifically, an exemption applies to collars, harnesses & identification, but proof of rabies vaccination should be readily available should a complaint arise.

Section 10-34

- (a) The owner/custodian shall keep his pet under restraint at all times within the city limits. In rural or agriculturally zoned areas of Lexington County, farms specifically, there will not be a leash law as defined for the city limits, Animal Control will still be vital part of these areas in controlling the stray population, dealing with complaints for nuisance pets & dealing with maltreatment of animals. Agriculture plays a vital part in our county and Lexington Animal Control will respect the unique role that farms play in our county & state. Due to Lexington County's growth in population, Animal Control working with unvaccinated & often times sick pets, the risk of spread of disease to farms is extremely high. Lexington Animal Control will do their part in helping to stop the potential spread of disease, by giving proper notification before coming to farms, so that proper precautions can be taken to lessen the chances to spread disease.
- (f) Any person reporting a violation of this section must identify himself to the Animal Control Officer and must sign a nuisance violation. The defendant has the right to fully defend themselves against any and all complaints & therefore will be given the information to do so, which includes the name of the complainant.
- (h) If an Animal Control Officer observes an animal at large, they may pursue the animal onto private property; with a reasonable attempt notify the property owner. The Animal Control Officer without pursuing an animal at large, at large meaning the pet going from public property to private property. The Animal Control Officer cannot enter private property without a complaint and must give full disclosure of the complaint.

Section 10-42

- (e) The Animal Control Officers will, if necessary, obtain a search warrant to enter any premises upon which it is suspected a violation of this article exists. The officer may demand to examine such pet and take possession of the pet when, violations or accusations are reasonably proven for abuse or neglect.

Section 10-61

- (d) Coincident with the issuance of the certificate, the licensed graduate veterinarian shall also furnish a serially numbered metal license tag bearing the same number and year as the certificate. The metal license tag shall bear the name of the veterinarian who administered the vaccination and shall at all times be attached to a collar or harness worn by the pet for which the certificate has been issued within the city limits. For rural or agriculturally zoned areas, farms specifically, rabies certificates should be readily available upon request, but not required to be worn at all times due to the unique dangers that collars and harnesses pose to pets in these circumstances.
- (i) Lexington County will recognize and honor 3 yr rabies vaccinations.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION

M E M O R A N D U M

DATE: January 29, 2009
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator
RE: 2009 Kid's Day of Lexington

Kid's Day of Lexington will be held on April 25, 2009 at Virginia Hilton Park in Lexington, SC. Kid's day is presented by Palmetto Chiropractic Center. The focus of Kid's Day is to provide education to families on issues of health, safety and environmental awareness.

The Stormwater Division participated in Kid's Day last year as part of the "Green Mile", a group of environmentally focused booths, and presented information on air and water quality. The event was very well run and there was a lot of interest from the attendees in the information presented by Stormwater Division staff.

Booth registration for Kid's Day is \$50.00. Proceeds from booth rentals benefit the Nancy K. Perry Children's Shelter and the Dickerson Center for Children. All food, games and information provided at Kid's Day is free to the public. Staff is requesting that the \$50 booth rental be taken from the Air Quality Supplies Account (521210).

Staff asks that the Public Works Committee approve the booth rental for Kid's Day Lexington.



COUNTY OF LEXINGTON

PUBLIC WORKS DEPARTMENT

STORMWATER DIVISION

MEMORANDUM

DATE: January 29, 2009
TO: John Fechtel, Director of Public Works
FROM: Synithia Williams, Environmental Coordinator
RE: 2009 Electric Lawn Mower Exchange

The 2009 Electric Lawn Mower Exchange is scheduled for Saturday, April 18, 2009 at the University of South Carolina. Partners in the 2009 event include Lexington and Richland County, SC Department of Health and Environmental Control (SCDHEC), Keep the Midlands Beautiful, the SC State Museum, the City of Columbia and a new partner with the addition of the University of South Carolina.

Partners selected Neuton Mower Company after a request for proposals was issued by Keep the Midlands Beautiful. Neuton is offering their 14" electric mower for the discounted priced of \$274.

In response to the current economic conditions, the goal is to reduce the price by \$75 per mower and sell them to citizens who trade in a gas powered mower for \$199. Keep the Midlands Beautiful will handle the money between the partners and Neuton Mower Company as they did in previous years.

There is \$3,500 remaining in the air quality supplies account (521210) for Fiscal Year 08-09. This money was appropriated to cover air quality projects such as the Lawn Mower Exchange. Staff is requesting that \$3,400 be used for the County's portion towards funding of the exchange.

We request the Public Works Committee approve the recommended funding for the 2009 Electric Lawn Mower Exchange.



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: February 4, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: Norfolk Southern Railroad Agreement – Dogwood Road

Attached is an agreement with Norfolk Southern Railway Company necessary for the paving of Dogwood Road. This issue was discussed during the January 27, 2009 Public Works Committee meeting, but was not voted on. The attached agreement has been approved by Jeff Anderson and Norfolk Southern Railway Company is not requiring caution lights.

Once agreed upon, the County will send \$28,567 to Norfolk Southern Railway Company.

Please report out to full Council.

Attachment

THIS AGREEMENT, made and entered into by and between

NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia corporation, hereinafter styled "Railway;" and

LEXINGTON COUNTY, a South Carolina government entity, hereinafter styled "Permittee"

W I T N E S S E T H: THAT

WHEREAS, Permittee, at its own cost and expense, is making improvements (hereinafter called "Roadway Improvements") to an existing public parallel roadway known as Dogwood Road, hereinafter called "Public Roadway," upon and along, at grade, the right of way or property and track (whether more than one track) of Railway, between Milepost C-117.18 and Milepost C-117.47, and widening and improving the public crossing of Dogwood Road, hereinafter called "Public Crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located at Milepost C-117.47, at or near **SOUTH CONGAREE, Lexington County, South Carolina**, located substantially as shown upon print of Drawing marked Exhibit A, dated September 22, 2004, attached hereto and made a part of this Agreement; and

WHEREAS, Permittee has requested Railway to perform certain work in connection with the construction and/or improvement of the Public Crossing, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto Permittee the right (a) to perform the Roadway Improvements, including all necessary slope grading, curb and gutter and drainage improvements, in all respects in accordance with the requirements of Railway looking to the safe and convenient operation and maintenance of its line of railway, and (b) to widen and improve and use the Public Crossing, upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, at the aforescribed location.

2. Railway will, for the accommodation of and at the expense of Permittee, perform the work of widening and improving the portion of the Public Crossing between the rails in said track and to the outside ends of the crossties on each side thereof and revise, relocate and reconstruct signal facilities and other railway facilities in such manner as may be necessary to this project, all in accordance with plans, specifications and estimates prepared by Railway; said plans, specifications and estimates being made a part hereof by reference. Permittee will pay to Railway, promptly upon bill rendered therefore, the actual cost of all work performed by Railway in connection with the widening and improvement of the Public Crossing, including but not limited to the expenditures herein expressly described. The cost of said work to be performed by Railway in connection with the Public Crossing has been estimated to be \$28,567; said estimate being attached hereto as Exhibit B, dated October 14, 2004, and made a part hereof.

3. Railway hereby reserves the right to continue to maintain, repair, renew and operate its railway and appurtenances across the Public Crossing, and to construct such additional tracks and other railway facilities on its right of way and across the Public Crossing, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite; it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Public Roadway and/or the Public Crossing or any portion located within the limits of said right of way in so doing, Permittee will, at Permittee's own cost and expense, but subject to the annual appropriation of monies to the extent required by law, and upon notice in writing so to do served upon it by Railway, make such changes in the Public Roadway and Public Crossing as may be necessary to accommodate the work of Railway. Should the Permittee fail to make appropriations, the Permittee shall have no liability for the work set forth in this section.

4. Permittee will, at its own expense, perform the Roadway Improvements and widen and improve the Public Crossing (except the portion of the Public Crossing to be constructed and/or improved by Railway as aforesaid), including all necessary grading and drainage. Upon completion of the widening and improvement of the Public Crossing, Permittee will maintain the same (except the portion thereof to be widened and improved by Railway as aforesaid), at its own expense, and in all respects in accordance with the requirements of Railway looking to the safe and convenient operation of its line of railway. The cost and expense of maintaining the Public Crossing shall be borne by such party as may be required to do so under the provisions of applicable law, as the same may be amended from time to time. All work performed under this Agreement shall be in accordance with "Special Provisions For Protection Of Railway Interest," marked Exhibit C, dated March 23, 2004, attached hereto and made a part hereof.

5. To the extent permitted under the laws of the State of South Carolina, Permittee agrees to assume complete responsibility for all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property for which the Permittee is determined to be legally liable while Permittee is engaged in the work of constructing and/or maintaining the Public Crossing across the property and track of Railway as hereinabove provided.

6. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Roadway and the Public Crossing within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by Permittee in connection therewith.

7. If future highway traffic conditions require that the Public Crossing be protected by signaling devices, or require the separation of grades at the Public Crossing, Permittee will request that Railway, at no expense to Railway, install and maintain said signaling devices, or Permittee will, at no expense to Railway but subject to the annual appropriation of monies to the extent required by law, construct and maintain such grade separation structures as may be necessary, without contribution by Railway to the cost of said signaling devices or structures. Should the permittee fail to make appropriations, the permittee shall have no liability for the work set forth in this section.

8. Should the use of the Public Roadway and/or the Public Crossing be abandoned, then all rights hereby granted to Permittee shall thereupon cease and terminate and Permittee will, at its sole cost and in a manner satisfactory to Railway, remove the Public Roadway and the portion of the Public Crossing located within the limits of said right of way or property of Railway, and restore Railway's property and track to the condition existing prior to the construction and/or improvement or location of the Public Roadway and the Public Crossing within the limits of said right of way; provided Railway, at its option, may remove the Public Crossing within the track area and restore its property and track, and Permittee will, in such event, upon bill rendered therefore, pay to Railway the entire cost incurred by it in such removal and restoration.

9. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

10. This Agreement shall take effect as of the _____ day of _____, 20____.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the _____ day of _____, 20____.

Witness:

**NORFOLK SOUTHERN RAILWAY
COMPANY**

By

As to Railway.

General Manager

Witness:

LEXINGTON COUNTY

By

As to Permittee.

Title:

NORFOLK SOUTHERN RAILWAY COMPANY

V-50/2

EASTERN REGION - PIEDMONT DIVISION

SOUTH CONGAREE, SC - ESTIMATE FOR THE WIDENING AND IMPROVEMENT OF THE DOGWOOD ROAD GRADE CROSSING AT MP C-117.47, DOT NO. 715 604G, AND FLAGGING DURING DRAINAGE INSTALLATIONS AND ROAD PAVING.

1 TRACK;

40 CROSSING WIDEN/RENEW

MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
TIE PLATES	96	EA	\$6.30	576
RUBBER RAILSEAL MATERIAL	40	TRK. FT.	55.00	2,200
ASPHALT (TRACK AREA)	30	TONS	75.00	2,222
RAIL, 132 lb. BW	160	T.F.	24.00	3,840
RAIL ANCHORS	96	EA.	0.90	86
SPIKES	1	KEG	80.00	80
DRIVE SPIKES	0	EA.	1.50	0
CROSSTIES (GRADE 5)	48	EA.	30.00	1440
BALLAST AND GRAVEL	100	TONS	7.00	700
GEOTEXTILE	0	LIN FT.	3.00	0
COMPROMISE JOINTS	4	EA.	200.00	800
TOTAL (INCLUDES 5% INVENTORY OR TAX ADDITIVES)				12,542

LABOR

REMOVE EXISTING CROSSING SURFACE		LUMP SUM		500
REHAB./SURFACE TRACK STRUCTURE		LUMP SUM		1,200
INSTALL RAILSEAL		LUMP SUM		1,200
FLAGGING	10	DAY	416.00	4,160
TOTAL				7,060

SALVAGE

RAIL	-3.1	TON	70.00	(200)
SMALL SCRAP	-1.0	TON	70.00	(50)
TOTAL (CREDIT)				(150)

COMPOSITE LABOR ADDITIVE 79.95%				5,644
USE OF EQUIPMENT				2,471
Preliminary Engineering, Construction Supervision, Bill Preparation				1,000
GRAND TOTAL				\$28,567

Estimate based on traffic control and barricades being provided by others, and full closure of road during construction. All paving, except in track area, to be done by others.

OFFICE OF CHIEF ENGINEER, BRIDGES AND STRUCTURES - ATLANTA, GEORGIA

OCTOBER 14, 2004

FILE: 127-2-1184 PND

EXHIBIT B

7/5

EXHIBIT C

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS

1. **AUTHORITY OF RAILROAD ENGINEER AND
COUNTY ENGINEER:**

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of Railroad Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the County, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. **NOTICE OF STARTING WORK:**

A. The contractor shall not commence any work on railroad rights-of-way until the contractor has complied with the following conditions:

a. Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, at least ten days in advance of the date the contractor proposes to begin work on Railroad rights-of-way. Notice to be given to:

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
99 Spring Street, SW
Atlanta, Georgia 30303

b. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which the contractor must comply.

c. Obtained written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.

d. Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B.1.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct the work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor that requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.**
- B. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct construction operations so that such impediment is reduced to the absolute minimum.**
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Engineer, determine such provisions are insufficient, either may require or provide such provisions as deemed necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the County.**

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:**
 - 1. Notify the Railroad's representative at least 72 hours in advance of the work.**
 - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.**
 - 3. Receive permission from the Railroad's representative to proceed with the work.**
 - 4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.**

5. **CONSTRUCTION PROCEDURES:**

A. **General:**

Construction work and operations by the Contractor on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with all of the Railroad's written specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Provisions.

B. **Excavation:**

The subgrade of an operated track shall be maintained with edge of beam at least 14'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. **Excavation for Structures:**

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values that accurately reflect the actual field conditions. The procedure for doing such work, including the need of and plans and calculations for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

D. **Demolition, Erection, Hoisting**

1. Railroad tracks and other railroad property must be protected from damage during the procedure.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Advise the Contractor of the amount of track time available for the blasting operation and clean up.
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

F. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions that may result from construction operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.
- 2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

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H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.**
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.**

7. FLAGGING SERVICES:

A. When Required:

Under the terms of the agreement between the County and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

- 1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.**
- 2.. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the County a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the County, and the Railroad's authorized**

representative. Flagger or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.

3. The Contractor, through the Engineer, will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor, through the Engineer, will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the County or Railroad.

C. Payment:

1. The County will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is \$425 per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes an estimated \$50 per diem charge for travel expenses, meals and lodging. The charge to the County by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the County. Charges to the County by the Railroad shall be in

accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. The Railroad flagman assigned to the project will notify or make an attempt to notify the Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Engineer will document such notification in the project records. The Engineer will also sign the flagman's diary showing daily time spent and activity at the project site, when requested.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across the Railroad, unless the plans clearly show that the County has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by the contractor's own forces or by Railroad personnel.
- B. No crossing, including those arranged for by the County, may be established for use of the Contractor for transporting materials or equipment across the track or tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal has been obtained, and until a private crossing agreement has been executed between the Contractor and Railroad.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the County and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the County and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead tie required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the County or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

14. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Railroad specified in item A.2 below as an additional insured, and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

The insurer must be rated A- or better by A.M. Best Company, Inc.

The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers: CG 00 35 01 96 and CG 28 31 10 93; or CG 00 35 07 98 and CG 28 31 07 98.

The named insured shall read:

[Name of railroad that owns the track]; and

Norfolk Southern Railway Company

Three Commercial Place

Norfolk, Virginia 23510-2191

Attn: D. W. Fries, Director Risk Management

The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate County project and contract identification numbers.

The job location must appear on the Declarations and must include the County, state and appropriate highway name/number.

The name and address of the prime contractor must appear on the Declarations.

The name and address of the County must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

Other endorsements/forms that will be accepted are:

Broad Form Nuclear Exclusion – Form IL 00 21

30-day Advance Notice of Non-renewal or cancellation

Required State Cancellation Endorsement

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Quick Reference or Index Form CL/IL 240

Endorsements/forms that are NOT acceptable are:

Any Pollution Exclusion Endorsement except CG 28 31

Any Punitive or Exemplary Damages Exclusion

Known injury or Damage Exclusion form CG 00 59

Any Common Policy Conditions form

Any other endorsement/form not specifically authorized in item no. 2.h above.

- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.**
- C. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the County at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the County at the addresses below, and forwarded to the County for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the County. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.**

COUNTY:

RAILROAD:

**Mr. D. W. Fries, ARM
Risk Manager
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA 23510-2191**

15. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

- A. The Railroad Engineer may require that the Contractor vacate Railroad property.**
- B. The Engineer may withhold all monies due the Contractor on monthly statements.**

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

**Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
Atlanta, GA 30303**

**Date: March 23, 2004
Railroad File:
Railroad Milepost:**

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COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 30, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fachtel, Public Works Director
Assistant County Administrator

RE: 2009 Enhancement Grant Application Preview

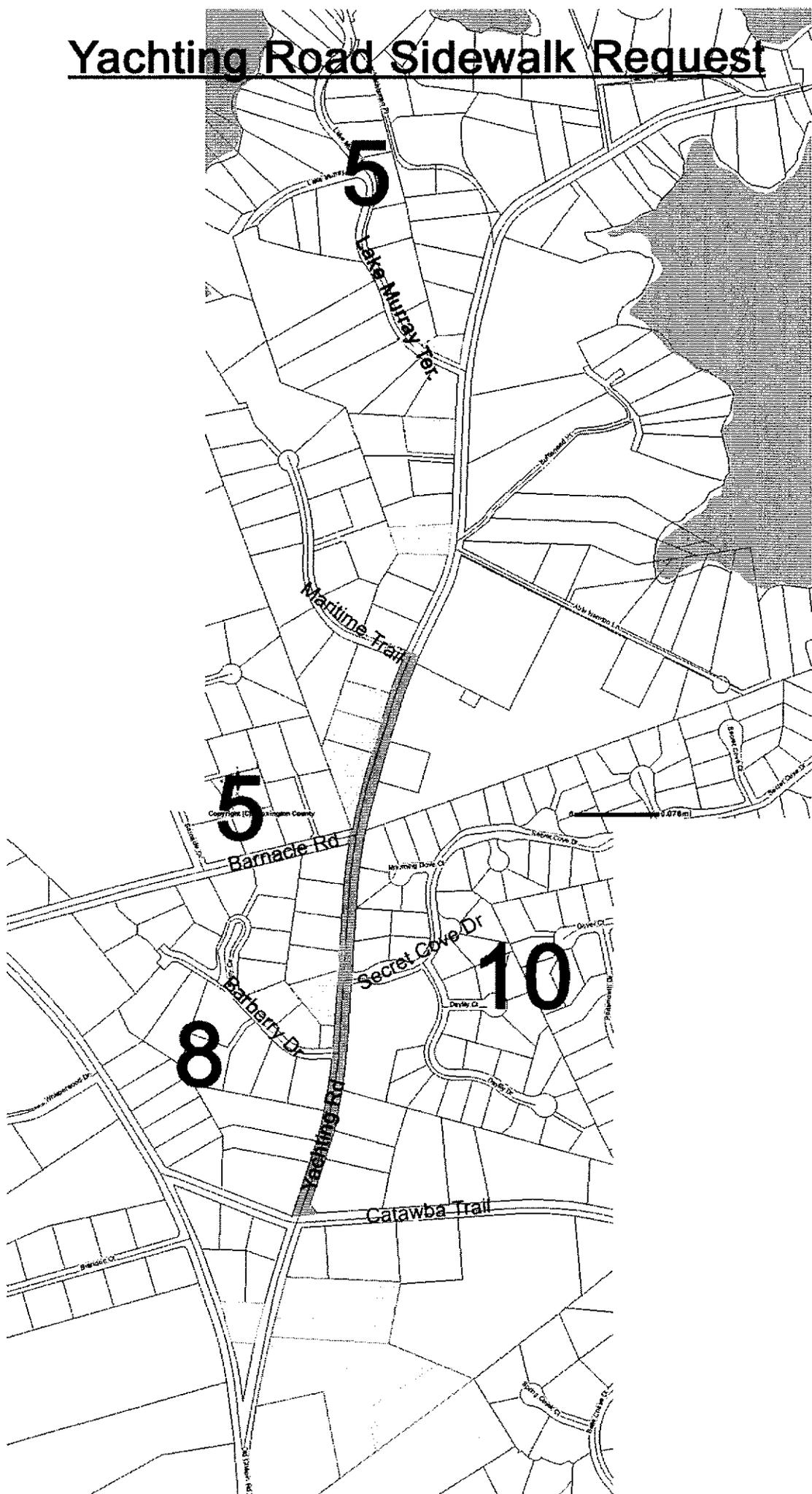
We have been notified by the CMCOG that FY 08-09 Enhancement Grants are due March 4, 2009. The following project is the only one we were discussing as a possible candidate this year. Any enhancement grants we receive are on a 60-40 match, with our match being 40%.

Yachting Road

Representative Nikki Haley received a petition from about 50 citizens requesting a sidewalk on Yachting Road. The attached map indicated the property owners in yellow and the yellow numbers indicate the number of properties off Yachting Road which also signed the petition. Based on these numbers, it appears the approximately 3000' of sidewalk the \$240,000.00 would construct would be best placed between Catawba Trail and Maritime Trail (shown in red on map). SCDOT will either require curb and gutter (which will reduce project length) or require the sidewalk to be placed just inside of their right-of-way limits. The second location will require clearing up to 33' from the centerline. At this time this is the only viable project for County Council to consider this fiscal year.

Please present this to the Public Works Committee for their consideration.

Yachting Road Sidewalk Request





Yachting rd

House of Representatives

State of South Carolina

Nikki Randhawa Haley
District No. 87 - Lexington County
P. O. Box 47
Lexington, SC 29071

May 20, 2008

320-D Blatt Building
Columbia, SC 29211

Tel. (803) 734-2970

Committee:
Medical, Military, Public
and Municipal Affairs,
Secretary

[Handwritten signature]

**Freshman Caucus,
Chairman**

**Majority Caucus
Whip**

Mr. John Fechtel, Director
Lexington County Public Works
440 Ball Park Road
Lexington, SC 29072

Dear John:

As you know the New Providence School, located at 1118 Old Cherokee Road, is scheduled to be completed and functioning in the fall of 2008 and many of the children in that area will attend this school.

I have been contacted by concerned citizens who are requesting that a sidewalk be constructed on Yachting Road. These constituents have furnished me with the attached petition, containing names and addresses of 50 concerned citizens, requesting that every possible consideration be given to adding this sidewalk along Yachting Road.

I am looking forward to working with you, Councilman Davis and DOT on the best location and fit for this sidewalk. Please keep me advised as this proceeds forward.

Thank you for your consideration.

Very truly yours,

Nikki R. Haley
House District 87

NRH:clm

Cc: Katherine Hubbard
Honorable Smokey Davis
Courtney Leaphart

166 Lake Murray Terrace
Lexington, SC 29072
March 12, 2008

Representative Haley,

I have been working on a petition to have a sidewalk added to Yachting Road. So far, I have added fifty-one names to it. If I need more signatures, I know that I can do that. All but one neighbor believed it to be a very good idea. Many people use Yachting Road to walk their dogs, ride their bikes, jog, and walk. It is dangerous because of the way the roads are built, and I believe that this would help with the safety of the pedestrians who use it. Also, we are zoned for a school that is within walking (or at least bike riding distance) if anyone wanted to get more exercise, especially if they end up placing a middle school at the end of Yachting in the near future. Healthier lifestyles seems to be the emphasis right now, and a sidewalk would make it easier and safer for our neighborhood to be able to achieve that goal. Please consider supporting our efforts.

Sincerely,

Courtney Leaphart
Courtney Leaphart

(and the property owners on this petition)

PETITION

Sidewalk along Yachting Road

Which would consist of sidewalk construction along Yachting Road on either side of the road.

NAME	ADDRESS
Wm H + Jan W Barber	104 Yachting Rd
Jatani Carter	108 Yachting Rd
Richard T. Johnson	301 Barberrry Dr.
Matt Smith	309 Barberrry Dr.
Rod Neel	309 Barberrry Dr.
Kathy Johnson	312 Barberrry Dr.
Beth Kyo	313 Barberrry Dr
Brent + Susan	408 Barberrry Cr.
Lisa + Monte	420 Barberrry Cir.
Stacy + Monte	319 Yachting Rd
Dee Jerman	

PETITION

Sidewalk ~~improvements~~ along
Yachting Road

Which would consists of sidewalk construction along
 the highway on _____ side

NAME	ADDRESS
Alex Springs	173 Lake Murray terrace
John Edrington	124 Lake Murray Ter
Frances Edrington	124 Lake Murray Terrace
Betty Sweatt	174 Lake Murray Terrace
Nerby Nucks	361 Yachting Rd.
Dylon & Lou Hael	123 Yachting Rd.
Colleen M. Riddle	126 Yachting Rd.
Courtney Leaphart	166 Lake Murray Ter.
Carl Smith	503 CATAWBA TRAIL
Master H. Sack	
Ginger Sanders	247 Yachting Rd.
Ed & Jeanette Cullen	267 BARRACK RD.
Mike Brock	259 BARRACK RD
Chris Team	260 Barrack Rd
Russ [unclear]	307 Yachting Rd



PETITION

Sidewalk ~~along~~ along
Yachting Road

Which would consists of sidewalk construction along
the highway on _____ side

NAME	ADDRESS
Stephen Abelo	325 Yachting Rd, Lex, SC
Dorothy Abelo	325 Yachting Rd, Lex, SC
Beverly Kintzler	217 Sent Lane Dr. Lex. SC
Jeff M. Ngou	381 Yachting Rd., Lex, SC
Thomas R. Marlow	401 Yachting R. Lex S.C.
Lyell Toew Gehr	171 NAME MURRY TERRACE
Keith B. Parker	112 Lake Murray Terrace
Arthur Parker	112 Lake Murray Terrace
Dan Norman	208 Will Apple Ct
Jeanese Kelly	112 Sattain Court
W. A. C. G. O. A.	291 Donachie Rd.
Richard Thurgood	283 Barnacle Rd, Lex, SC
Ed Thurgood	283 Barnacle Rd, Lex, SC
John D. M. J.	" " " "

Carlene Chapella
109 Salthair Ct
Lexington, SC 29072

Judy Gallapher
153 Secret Care Dr.
Lex 29072

Shannon Sharpe
116 Salthair Ct.
Lexington, SC 29072

Christie Martin
204 Wild Azalea Ct
Lex NC 29072

Sahim Khalil
120 Salthair Court
Lexington, SC 29072

Amy Platt
400 Barberry Circle
Lexington, SC 29072

Christopher F Seeb
105 Salthair Ct
Lexington SC 29072

Brenda Maxwell
316 Daylily Dr.
Lexington, SC
29072

Molly Scott
108 Salthair Ct.
Lexington, SC 29072

Carl Morris
159 Lake Murray Terrace
Lex, S.C. 29072



COUNTY OF LEXINGTON
PUBLIC WORKS DEPARTMENT
ENGINEERING

MEMORANDUM

DATE: January 30, 2009

TO: Katherine Hubbard
County Administrator

FROM: John Fechtel, Public Works Director
Assistant County Administrator

RE: Road Bids Recap

On February 10, 2009, Council will consider the following two road paving bids. The first is Jim Rucker Road (Council District 1), which is a "C" Fund road that we bid with various base and asphalt options. The second is Taylor Road (Council District 9), which is partially funded through "C" Funds and through the City of Cayce/Developer.

Jim Rucker Road – This project is 2.4 miles long and is located in Council District 1. We bid the asphalt at 21' width with triple treatment or 2" with hot laid asphalt. In reviewing the two lowest bids, the lowest overall bid was \$778,533.00 for triple treatment and \$808,153.00 for hot laid asphalt (both bids included 8" sand clay). This is a difference of \$29,620.00. Our contract engineer and the County Engineer, Randy Edwards, recommend the hot laid asphalt over triple treatment primarily due to the future costs of A-treatment according to SCDOT specifications (see attached). Therefore my recommendation is for the 2" hot laid asphalt rather than the triple treatment. In addition, we also bid the base materials with alternates. This included 6" of crusher run, recycled crushed concrete, and sand clay to meet SCDOT specifications. The \$808,153.00 bid with this design costs \$336,730.00 per mile.

Taylor Road – This project is about 2,200' in length and is located in Cayce. County Council approved \$275,00.00 for paving a two-lane road. The City of Cayce and the developer of a new subdivision adjacent to the road wanted turn lanes, curb and gutter, and sidewalks added to the project. The low bid came from Newman Construction at \$504,122.80. We used \$8,000.00 of our \$275,000.00 approved to finish the plans, bid specs, etc (engineering costs were paid for by the developer). This leaves a \$267,000.00 balance from the County. The additional funds necessary for this project are \$237,122.80. Once County Council approves the bid we are to receive either a check or other financial assurance from the developer. I recommend County Council approve the bid however, the contract and purchase order to the contractor will not be signed until we have the additional funds secured from the developer.

Fecht,el, John

From: Edwards, Randy
Sent: Monday, January 26, 2009 5:33 PM
To: Starling, James; Fechtel, John
Subject: RE: Letter of Recommendation - Jim Rucker Road
Attachments: RecommendAward-03-063 Lexington County.pdf

John,

I am in receipt of American Engineers recommendation for the Jim Rucker Rd project. Although their analysis is not everything it ought to be, I concur with their recommendations for the following reasons:

As you know, various alternative pavement sections were bid on this project to determine what may be a cost effective alternative to Hot Mix Asphalt (HMA) on Graded Aggregate Base (GAB/Stone/Macadam, etc). Of all the alternatives, Sox and Sons have the apparent low bid at \$778,553 for a triple treatment on Sand Clay base. The next lowest bid was CBG at \$808,153 for a 2" HMA on Sand Clay base. With a difference of only \$29,620 we need to consider the merits of blindly selecting the low bid.

According to SCDOT guidelines, a triple treated surface must receive a maintenance treatment, called A-Treatment, about once every 6-7 years. SCDOT current state of practice has been about once every 10 years due to budget constraints. We have compared this with a HMA surface, which should last 10-years before a crack seal treatment, 12-years before a slurry seal treatment and 15-20 years before an overlay treatment. The following present value analysis summary, shows that the cost of the HMA surface is lower.

	2009 Year - 0	2015 Year - 6	2021 Year - 12	2027 Year -18	Total Present Value
Option-1 Life	Triple Treat	A-Treatment	A-Treatment	1 1/2" HMA	
Cycle	\$ -	\$ 1.75	\$ 2.25	\$ 19.25	\$ 23.25
Option - 2 Life	2" HMA		Slurry Seal		
Cycle	\$ 0.94		\$ 2.25	\$ 19.25	\$ 22.44

Costs are on a per Square Yard basis

Total SY of work = 31,273

Life Cycle Savings = \$0.81/SY ==> \$25,331

This savings/analysis does not account for the preferred ride ability of the HMA surface as this is a non-quantifiable benefit. At this time, it appears the County is able to realize a savings due to the depressed economy and the reduced price of oil on the global markets compared with this past summer. It will be in the best interest of the County to monitor these factors as we consider Triple Treatment as an alternative pavement for future projects.

If you have any questions, just let me know.

RE

*J. Randy Edwards, P.E.
 Lexington County Engineer
 Department of Public Works
 440 Ball Park Rd
 Lexington, SC 29073
 Phone: 803-785-8205
 Fax: 803-785-8593*

From: Joey Privette [mailto:jprivette@aec-sc.com]

1/30/2009

County of Lexington

Department of Solid Waste Management

498 Landfill Lane

Lexington, South Carolina 29073

Telephone: (803) 755-3325

Facsimile: (803) 755-3833

To: Adam DuBose, County Grants Manager

From: David L. Eger, Director
Solid Waste Management

Date: January 26, 2009

Re: Palmetto Pride Grant Acceptance

Solid Waste Management is requesting Council's approval to accept the Palmetto Pride Litter Community Pride Grant in the amount of \$6,000.

If you have any questions, please let me know.

MISSION STATEMENT:

PROVIDE QUALITY SERVICES TO OUR CITIZENS AT A REASONABLE COST.

VISION STATEMENT:

PLANNED GROWTH FOR OUR COMMUNITIES WITH ABUNDANT OPPORTUNITIES FOR ALL IN A QUALITY ENVIRONMENT.

**COUNTY OF LEXINGTON
SW/PALMETTO PRIDE GRANT
Annual Budget
Fiscal Year - 2008-09**

Object Code	Revenue Account Title	Actual 2006-07	Received Thru June 2007-08	Amended Budget Thru June 2007-08	Projected Revenue Thru June 2007-08	Requested 2008-09	Approved 2008-09
* SW/Palmetto Pride Grant - 5725							
Revenues:							
459900	Miscellaneous Payments & Grants	0	8,000	8,000	8,000	8,000	6,000
461000	Investment Interest	0	78	0	78	0	0
** Total Revenue		<u>0</u>	<u>8,078</u>	<u>8,000</u>	<u>8,078</u>	<u>8,000</u>	<u>6,000</u>
***Total Appropriation					8,000	8,000	6,000
FUND BALANCE							
Beginning of Year							
					<u>0</u>	<u>78</u>	<u>78</u>
FUND BALANCE - Projected							
End of Year							
					<u>78</u>	<u>78</u>	<u>78</u>
Grant Matches:							
Federal - 100%							

Fund: 5725
Division: Solid Waste
Organization: 121207 SW/Recycling

BUDGET							
Object Code	Expenditure Classification	2006-07 Expend	2007-08 Expend (June)	2007-08 Amended (June)	2007-08 Requested	2008-09 Recommend	2008-09 Approved
Personnel							
* Total Personnel		0	0	0	0	0	0
Operating Expenses							
521000	Office Supplies	0	0	35	0	0	0
521200	Operating Supplies	0	0	7,965	0	0	0
* Total Operating		0	0	8,000	0	0	0
** Total Personnel & Operating		0	0	8,000	0	0	0
Capital							
5A9455	(175) Tarps (53" x 72")				3,600	3,600	2,800
5A9456	(175) Tarps (62" x 72")				3,600	3,600	2,800
5A9457	(125) Imprinted Dashboard Sticky Mats				800	800	400
** Total Capital		0	0	0	8,000	8,000	6,000
*** Total Budget Appropriation		0	0	8,000	8,000	8,000	6,000

PalmettoPride

PO Box 50217
Columbia, SC 29250
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
Fax 1.803.758.6032
www.palmettopride.org

RECEIVED

DEC 29 2008

Solid Waste Management

December 22, 2008

Mary Pat Baldauf
Lexington County Solid Waste Management
498 Landfill Lane
Lexington, SC 29073

Dear Ms. Baldauf:

It gives us great pleasure to inform you that Lexington County Solid Waste Management has been awarded a 2009 Community Pride Grant in the amount of \$6,000.00. Grant checks will be presented to all winners at the annual Grant Awards Luncheon that will be held at 12pm on **Wednesday, January 21st** at Seawell's in Columbia. A formal invitation will be mailed to you next week.

Attached are your grant guidelines and reporting information. Please note we request that all Community Cleanup Reports be filled out online. We have set up a special website for this purpose. Instructions and username/password information are attached.

We are excited about the opportunity to partner with your organization in our efforts to enhance the beauty of our great state. The PalmettoPride Grants program assists existing and new organizations with the necessary resources to spearhead anti-litter and beautification efforts at the local level. Litter creates a negative image on South Carolina, both environmentally and more important in these times of tight budgets, economically. Your litter eradication and beautification efforts make a difference in your community and benefit all South Carolinians.

Again, we applaud your organization and look forward to working with you through this grant. If you have any questions, please contact me toll-free at (877) 725-7733 or at sjenkins@palmettopride.org.

Sincerely,



Sherryl Jenkins
Grants Manager

Enclosures

**Litter
Trashes
Everyone.**
Don't Do It.



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The Committee Minutes are left out intentionally until approved by the Committee. Upon the Committee's approval, the minutes will be available on the Internet.



APPOINTMENTS BOARDS & COMMISSIONS

February 10, 2009

BILLY DERRICK

Board of Zoning Appeals - Michael Reed - Term expired 12/31/08 - Resigned effective 1/14/09
Health Services District - Allan R. Risinger - Term expires 3/10/09 - Eligible for reappointment

SMOKEY DAVIS

Board of Zoning Appeals - Bryan Clemenz - Term expired 12/31/07 - Resigned 03/20/07
Health Services District - Wade P. Keisler - Term expires 3/10/09 - Eligible for reappointment

DEBBIE SUMMERS

Museum - Miley Hall Rhodes - Term expired 11/01/08 - Eligible for reappointment
Planning Commission - Todd Sease - Term expires 8/26/09 - Resigned effective 1/21/09, letter included

JOHN CARRIGG

Assessment Appeals Board - Vacant - Term expired 09/21/06
Museum Commission - Vacant - Term expired 11/01/06
Health Services District - William A. Kennedy - Term expires 3/10/09 - Eligible for reappointment

TODD CULLUM

Health Services District - Vacant - Term expires 3/10/09

AT-LARGE

Health Services District - James D. Whitehead - Term expires 3/10/09 - Eligible for reappointment

CENTRAL MIDLANDS TRANSIT AUTHORITY

Mike Flack - Term expired 11/13/08 - Eligible for reappointment
Tommy H. Windsor, Jr. - Resigned effective 12/3/08 - Term expires 11/13/09

cc: Debbie



Jumper

Carter

Sease

Architects
PA

January 26, 2009

412 Meeting Street
West Columbia,
South Carolina 29169

Telephone 803 791 1020
Fax 803 791 1022

Mrs. Debbie Summers
Lexington County Council Chair
212 South Lake Drive
Lexington, South Carolina 29072

Re: Lexington County Planning Commission

Dear Debbie,

It has been my pleasure to serve on the Lexington County Planning Commission for the last six (6) years. I appreciate you giving me the opportunity to serve in this capacity. It has been a rewarding experience to work with Charlie Compton and his staff. It is my hope and belief that the commissions work has made Lexington County a better place to work and live.

At this time however, I have the opportunity to serve on the Midlands Technical College Board and I must resign from the planning commission effective this date.

Also, congratulations on being selected council chair. It is well deserved and I am certain you will do an excellent job for our county.

Again, thank you for all you do. If I can ever be of assistance, please do not hesitate to call.

Sincerely,

JUMPER CARTER SEASE/ARCHITECTS, P.A.

L. Todd Sease, A.I.A.

LTS/agb

Cc: Charlie Compton - Director of Planning
Laurie King - Governor's Office

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 23, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Chapin Public Works Office and Shop
B09025-01/14/09S
Building Services**

Competitive bids were solicited and advertised for the Chapin Public Works Office and Shop. This project consists of building construction of approximately 2,000 square foot, providing the concrete foundation, and cutting the roof penetration for plumbing ventilation into the office area. A mandatory pre-bid was held on December 16, 2008, in which eight (8) vendors attended.

We received eight (8) bids and four (4) no bids (See attached bid tabulation).

The bids were evaluated by Randy Quattlebaum, Building Services Manager; John Fechtel, Director of Public Works; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to Lindler Construction Company, Inc. as the lowest bidder. The total cost, including applicable sales tax, is \$ 49,226.00.

Funds are appropriated in the following accounts:

1000-121300-5A9086	\$ 49,226.00
Chapin Public Works Office and Shop	
{Formerly "Renovation Office Shop (Chapin)"}	

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 10, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works/Assistant County Administrator
Randy Quattlebaum, Building Services Manager

County of Lexington

Bid Tabulation

BID: B09025-01/14/09S
Chapin Public Works Office and Shop

Qty	Description	Pyramid Contracting		Loveless Comm. Cont.		International Const. Serv.		Lindler Const. Co., Inc	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Chapin Public Works Office and Shop		\$ 55,922.00		\$ 72,722.00		\$ 72,051.00		\$ 48,976.00

Options

1	Base Bid with the Concrete Floor		\$ 55,922.00		\$ 72,722.00		\$ 72,051.00		\$ 48,976.00
1	Base Bid without the Concrete Floor		\$ 38,502.00		\$ 63,848.00		\$ 65,281.00		\$ 41,483.00
1	Base Bid with Plumbing Vent		\$ 56,422.00		\$ 72,972.00		N/C		\$ 49,226.00

Qty	Description	Ideal Const. Co.		Lake Murray Contracting		Spectrum Building Services		Concept Unlimited, Inc.	
		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Chapin Public Works Office and Shop		\$ 43,160.00		No Bid		No Bid		No Bid

Options

1	Base Bid with the Concrete Floor		\$ 53,855.00		No Bid		No Bid		No Bid
1	Base Bid without the Concrete Floor		\$ 43,160.00		No Bid		No Bid		No Bid
1	Base Bid with Plumbing Vent		\$ 43,500.00		No Bid		No Bid		No Bid

Bids Opened: January 14, 2009

Angela M. Seymour
Procurement Officer

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8166

(F) 785-2240

DATE: January 30, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Jeffrey A. Hyde
Procurement Officer

**SUBJECT: Radio Control Assembly
Sheriff's Department**

We have received a purchase request for a Radio Control Assembly (upgrading the robot with wireless video, telemetry, and audio capabilities) for the Sheriff's Department. This item will be purchased from the GSA Contract # GS-07F-0538M. This contract currently expires on September 22, 2012. The total cost including shipping and applicable tax is \$58,682.01.

Funds are appropriated in the following accounts:

2484-151200-5A9390	Wireless Upgrade for Remote Robot	\$58,682.01
--------------------	-----------------------------------	-------------

I concur with the above recommendation and further recommend that this purchase be placed on County Council's agenda for their next scheduled meeting on February 10, 2009.

Attachment

copy: Larry Porth, Director of Finance/Assistant County Administrator
Colonel Allan Paavel, Sheriff's Department
Sylvia Dillon, Sheriff's Department

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 29, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

**SUBJECT: Roadway Improvements to Jim Rucker Road
B09024-01/20/09S
Public Works**

Competitive bids were solicited and advertised for the Roadway Improvements to Jim Rucker Road. This project consists of pavement construction of approximately 13,000 LF, including storm drainage. A mandatory pre-bid was held on January 06, 2009, in which twenty-one (21) vendors attended.

We received fifteen (15) responsive bids on January 20, 2009 (see attached Bid Tabulation).

The bids were evaluated by Joseph H. Privette, P.E. with American Engineering Consultants, Inc.; John Fechtel, Director of Public Works; J. Randy Edwards, County Engineer; and Angela M. Seymour, Procurement Officer. It is our recommendation to award this project to CBG, Inc. as the lowest bidder for the Base Bid with Option "A", in the amount of \$808,153.40

Funds are appropriated in the following accounts:

2700-121300-5R0016	\$ 808,153.40
Jim Rucker Road – "C" Funds	

I concur with the above recommendation and further recommend that this bid be placed on County Council's agenda for their next scheduled meeting on February 10, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works/Assistant County Administrator

American Engineering Consultants, Inc.
BID TABULATION FORM
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
LEXINGTON COUNTY
January 20, 2009, 3:00 P.M.
Project No.: 03-063

CONTRACTOR		BID AMOUNT	Alternate A	Alternate B	Alternate C	Alternate D	Alternate E
Blair Construction, Inc.		No Bid					
C. R. Jackson		\$ 1,182,155.95	\$ 682,403.80	\$ 540,068.50	\$ 615,257.50	No Bid	No Bid
U S Group, Inc.		\$ 1,148,465.13	\$ 618,153.84	\$ 510,624.30	\$ 595,266.90	\$ 704,845.79	\$ 597,319.57
C N A Construction, Inc.		\$ 1,159,044.45	\$ 636,475.75	\$ 549,699.75	\$ 661,013.65	\$ 729,841.00	\$ 636,810.40
Mainline Contracting, Inc.		No Bid					
Triangle Grading and Paving, Inc.		No Bid					
Plowden Construction		\$ 1,170,745.50	\$ 564,430.00	\$ 482,593.00	\$ 498,728.50	\$ 612,836.50	\$ 498,728.50
REA Constracting		* \$ 1,186,498.62	\$ 626,373.85	\$ 508,019.15	\$ 595,636.16	\$ 676,556.50	\$ 558,201.80
Kirven Construction, Inc.		* \$ 1,198,195.45	\$ 596,608.00	No Bid	No Bid	No Bid	No Bid
Mabus Brothers Construction Co., Inc.		\$ 1,133,823.91	\$ 582,396.78	\$ 460,978.93	\$ 584,332.42	\$ 700,056.30	\$ 578,638.45
C. Ray Miles Construction Co., Inc.		\$ 1,225,124.00	\$ 629,543.55	\$ 523,409.65	\$ 616,608.20	No Bid	No Bid
Sox & Sons Construction Co., Inc.		\$ 1,003,873.11	\$ 462,001.40	\$ 370,011.68	\$ 508,273.78	\$ 576,624.90	\$ 490,643.68
Cherokee, Inc.		\$ 1,045,907.45	No Bid	\$ 392,106.49	No Bid	No Bid	No Bid
Threlko, Inc.		** No Bid	No Bid	\$ 402,721.13	No Bid	No Bid	No Bid
McClam & Associates, Inc.		No Bid					
C B G, Inc.		* \$ 942,737.64	\$ 400,253.15	\$ 421,069.85	No Bid	No Bid	No Bid
BMCO Construction, Inc.		\$ 1,087,901.85	\$ 503,493.00	\$ 421,327.50	\$ 518,140.50	\$ 572,102.37	\$ 489,936.87
L-J, Inc.		* \$ 1,106,441.95	\$ 572,010.45	\$ 455,718.70	\$ 552,015.40	\$ 410,667.60	\$ 552,531.70
J C Wilkie Constuction		\$ 1,168,688.84	\$ 573,594.75	\$ 516,681.50	\$ 628,556.75	\$ 665,706.60	\$ 607,176.35

* Mathematical Errors

** Base Bid unit prices for items 31 through 34 not provided. Contractor provided bid for Alternate B only.

BID CERTIFICATION
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
 Project No.: 03-063

BID DATE: January 20, 2009 at 3:00 P.M.

Certified: _____

Date: _____

				C. R. Jackson, Inc.		U. S. Group, Inc,		CNA Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - BASE BID									
1	Mobilization	1	LS	\$ 65,200.00	\$ 65,200.00	\$ 51,723.26	\$ 51,723.26	\$ 2,000.00	\$ 2,000.00
2	Construction Entrance	2	EA	\$ 1,920.00	\$ 3,840.00	\$ 1,343.74	\$ 2,687.48	\$ 900.00	\$ 1,800.00
3	Clearing and Grubbing	5.7	AC	\$ 5,460.00	\$ 31,122.00	\$ 5,175.44	\$ 29,500.01	\$ 4,500.00	\$ 25,650.00
4	Silt Fence	18,622	LF	\$ 2.15	\$ 40,037.30	\$ 2.25	\$ 41,899.50	\$ 3.00	\$ 55,866.00
5	Grassing	6.20	AC	\$ 1,360.00	\$ 8,432.00	\$ 1,500.00	\$ 9,300.00	\$ 1,600.00	\$ 9,920.00
6	Inlet Protection	41	EA	\$ 140.00	\$ 5,740.00	\$ 148.95	\$ 6,106.95	\$ 100.00	\$ 4,100.00
7	18" RCP	2,705	LF	\$ 21.25	\$ 57,481.25	\$ 21.09	\$ 57,048.45	\$ 20.00	\$ 54,100.00
8	24" RCP	1,313	LF	\$ 29.00	\$ 38,077.00	\$ 29.29	\$ 38,457.77	\$ 25.00	\$ 32,825.00
9	30" RCP	20	LF	\$ 43.70	\$ 874.00	\$ 42.16	\$ 843.20	\$ 45.00	\$ 900.00
10	18" HDPE (Perforated)	1,081	LF	\$ 47.00	\$ 50,807.00	\$ 46.99	\$ 50,796.19	\$ 45.00	\$ 48,645.00
11	24" HDPE (Perforated)	104	LF	\$ 54.00	\$ 5,616.00	\$ 54.25	\$ 5,642.00	\$ 47.00	\$ 4,888.00
12	4' Catch Basin (Type I)	33	EA	\$ 1,085.00	\$ 35,805.00	\$ 1,402.86	\$ 46,294.38	\$ 1,800.00	\$ 59,400.00
13	4' Catch Basin (Type II)	7	EA	\$ 1,180.00	\$ 8,260.00	\$ 1,393.59	\$ 9,755.13	\$ 1,800.00	\$ 12,600.00
14	4' Junction Boxes	6	EA	\$ 1,355.00	\$ 8,130.00	\$ 1,603.78	\$ 9,622.68	\$ 1,800.00	\$ 10,800.00
15	Yard Inlet	1	EA	\$ 1,325.00	\$ 1,325.00	\$ 2,017.53	\$ 2,017.53	\$ 1,800.00	\$ 1,800.00
16	Sediment Traps/Plunge Pools	4	EA	\$ 985.00	\$ 3,940.00	\$ 1,011.29	\$ 4,045.16	\$ 1,500.00	\$ 6,000.00
17	24" Concrete Headwalls	3	EA	\$ 1,300.00	\$ 3,900.00	\$ 1,381.70	\$ 4,145.10	\$ 1,500.00	\$ 4,500.00
18	30" Concrete Headwall	1	EA	\$ 1,350.00	\$ 1,350.00	\$ 1,566.06	\$ 1,566.06	\$ 1,800.00	\$ 1,800.00
19	Dry Wells	4	EA	\$ 1,930.00	\$ 7,720.00	\$ 2,635.25	\$ 10,541.00	\$ 4,000.00	\$ 16,000.00
20	Large Dry Well (Approx. Sta. 12+00)	1	EA	\$ 19,950.00	\$ 19,950.00	\$ 26,836.23	\$ 26,836.23	\$ 18,000.00	\$ 18,000.00
21	Rip-Rap	30	SY	\$ 42.65	\$ 1,279.50	\$ 60.92	\$ 1,827.60	\$ 30.00	\$ 900.00
22	Reset Mailboxes	29	EA	\$ 74.30	\$ 2,154.70	\$ 76.88	\$ 2,229.52	\$ 30.00	\$ 870.00
23	Concrete Keyways	4	EA	\$ 785.00	\$ 3,140.00	\$ 831.41	\$ 3,325.64	\$ 400.00	\$ 1,600.00
24	Reflecting Yellow Markers	325	EA	\$ 3.70	\$ 1,202.50	\$ 3.50	\$ 1,137.50	\$ 3.50	\$ 1,137.50

				C. R. Jackson, Inc.		U. S. Group, Inc,		CNA Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	Striping	55,235	LF	\$ 0.08	\$ 4,418.80	\$ 0.07	\$ 3,866.45	\$ 0.07	\$ 3,866.45
26	Stop Bars	142	LF	\$ 1.55	\$ 220.10	\$ 1.50	\$ 213.00	\$ 1.50	\$ 213.00
27	Debris Removal (Approx. Sta. 2+00)	1	LS	\$ 2,730.00	\$ 2,730.00	\$ 11,931.05	\$ 11,931.05	\$ 9,000.00	\$ 9,000.00
28	6" Base Course (DOT R/W)	351	SY	\$ 4.15	\$ 1,456.65	\$ 7.16	\$ 2,513.16	\$ 6.75	\$ 2,369.25
29	4.5" Binder Course (DOT R/W)	90	TONS	\$ 91.75	\$ 8,257.50	\$ 76.00	\$ 6,840.00	\$ 105.00	\$ 9,450.00
30	2" Asphalt Surface Course (DOT R/W)	40	TONS	\$ 74.75	\$ 2,990.00	\$ 74.00	\$ 2,960.00	\$ 100.00	\$ 4,000.00
31	6" Stone Base Course (Lex. Co.)	32,271	SY	\$ 7.70	\$ 248,486.70	\$ 7.15	\$ 230,737.65	\$ 6.75	\$ 217,829.25
32	2" Asphalt Surface Course (Lex. Co.)	3,680	TONS	\$ 74.75	\$ 275,080.00	\$ 73.00	\$ 268,640.00	\$ 97.00	\$ 356,960.00
33	Grading (Cut and Fill)	1	LS	\$ 196,300.00	\$ 196,300.00	\$ 182,509.98	\$ 182,509.98	\$ 155,000.00	\$ 155,000.00
34	Driveways (Asphalt and Base Course)	1,155	SY	\$ 31.89	\$ 36,832.95	\$ 18.10	\$ 20,905.50	\$ 21.00	\$ 24,255.00
BASE BID AMOUNT FOR JIM RUCKER ROAD					\$1,182,155.95		\$1,148,465.13		\$1,159,044.45

JIM RUCKER ROAD - ALTERNATE A (SAND CLAY / ASPHALT)									
31-A	8" Base Course (Lex. Co.)	32,271	SY	\$ 5.45	\$ 175,876.95	\$ 4.72	\$ 152,319.12	\$ 3.25	\$ 104,880.75
32-A	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 74.75	\$ 275,080.00	\$ 73.00	\$ 268,640.00	\$ 97.00	\$ 356,960.00
33-A	Grading (Cut and Fill)	1	LS	\$ 199,950.00	\$ 199,950.00	\$ 178,472.17	\$ 178,472.17	\$ 155,000.00	\$ 155,000.00
34-A	Driveways (Asphalt and Base Course)	1,155	SY	\$ 27.27	\$ 31,496.85	\$ 16.21	\$ 18,722.55	\$ 17.00	\$ 19,635.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. A					\$ 682,403.80		\$ 618,153.84		\$ 636,475.75

JIM RUCKER ROAD - ALTERNATE B (SAND CLAY / TRIPLE TREATMENT)									
31-B	8" Base Course (Lex. Co.)	32,271	SY	\$ 5.45	\$ 175,876.95	\$ 5.77	\$ 186,203.67	\$ 3.25	\$ 104,880.75
32-B	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.60	\$ 143,855.80	\$ 4.38	\$ 136,975.74	\$ 8.00	\$ 250,184.00
33-B	Grading (Cut and Fill)	1	LS	\$ 199,950.00	\$ 199,950.00	\$ 173,423.19	\$ 173,423.19	\$ 175,000.00	\$ 175,000.00
34-B	Driveways (Asphalt and Base Course)	1,155	SY	\$ 17.65	\$ 20,385.75	\$ 12.14	\$ 14,021.70	\$ 17.00	\$ 19,635.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. B					\$ 540,068.50		\$ 510,624.30		\$ 549,699.75

				C. R. Jackson, Inc.		U. S. Group, Inc,		CNA Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - ALTERNATE C (MACADAM / TRIPLE TREATMENT)									
31-C	6" Base Course (Lex. Co.)	32,271	SY	\$ 7.70	\$ 248,486.70	\$ 8.20	\$ 264,622.20	\$ 6.75	\$ 217,829.25
32-C	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.60	\$ 143,855.80	\$ 4.38	\$ 136,975.74	\$ 7.80	\$ 243,929.40
33-C	Grading (Cut and Fill)	1	LS	\$ 196,350.00	\$ 196,350.00	\$ 177,464.31	\$ 177,464.31	\$ 175,000.00	\$ 175,000.00
34-C	Driveways (Asphalt and Base Course)	1,155	SY	\$ 23.00	\$ 26,565.00	\$ 14.03	\$ 16,204.65	\$ 21.00	\$ 24,255.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. C					\$ 615,257.50		\$ 595,266.90		\$ 661,013.65

JIM RUCKER ROAD - ALTERNATE D (RECYCLED CONCRETE / ASPHALT)									
31-D	6" Base Course (Lex. Co.)	32,271	SY		\$ -	\$ 7.22	\$ 232,996.62	\$ 6.00	\$ 193,626.00
32-D	2" Surface Course (Lex. Co.)	3,680	TONS		\$ -	\$ 73.00	\$ 268,640.00	\$ 97.00	\$ 356,960.00
33-D	Grading (Cut and Fill)	1	LS		\$ -	\$ 182,442.27	\$ 182,442.27	\$ 155,000.00	\$ 155,000.00
34-D	Driveways (Asphalt and Base Course)	1,155	SY		\$ -	\$ 17.98	\$ 20,766.90	\$ 21.00	\$ 24,255.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. D					No Bid		\$ 704,845.79		\$ 729,841.00

JIM RUCKER ROAD - ALTERNATE E (RECYCLED CONCRETE / TRIPLE TREATMENT)									
31-E	6" Base Course (Lex. Co.)	32,271	SY		\$ -	\$ 8.27	\$ 266,881.17	\$ 6.00	\$ 193,626.00
32-E	Triple Treatment Course (Lex. Co.)	31,273	SY		\$ -	\$ 4.38	\$ 136,975.74	\$ 7.80	\$ 243,929.40
33-E	Grading (Cut and Fill)	1	LS		\$ -	\$ 177,396.61	\$ 177,396.61	\$ 175,000.00	\$ 175,000.00
34-E	Driveways (Asphalt and Base Course)	1,155	SY		\$ -	\$ 13.91	\$ 16,066.05	\$ 21.00	\$ 24,255.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. E					No Bid		\$ 597,319.57		\$ 636,810.40

Alternate A Total	\$ 1,107,860.10	\$ 1,063,825.84	\$ 1,041,475.95
Alternate B Total	\$ 965,524.80	\$ 956,296.30	\$ 954,699.95
Alternate C Total	\$ 1,040,713.80	\$ 1,040,938.90	\$ 1,066,013.85
Alternate D Total	No Bid	\$ 1,150,517.79	\$ 1,134,841.20
Alternate E Total	No Bid	\$ 1,042,991.57	\$ 1,041,810.60

BID CERTIFICATION
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
 Project No.: 03-063

BID DATE: January 20, 2009 at 3:00 P.M.

Certified: _____

Date: _____

				Plowden Construction Co., Inc.		REA Contracting LLC		Kirven Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - BASE BID									
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 35,100.00	\$ 35,100.00	\$ 90,000.00	\$ 90,000.00
2	Construction Entrance	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 1,814.40	\$ 3,628.80	\$ 1,250.00	\$ 2,500.00
3	Clearing and Grubbing	5.7	AC	\$ 7,000.00	\$ 39,900.00	\$ 5,964.00	\$ 33,994.80	\$ 5,750.00	\$ 32,775.00
4	Silt Fence	18,622	LF	\$ 3.00	\$ 55,866.00	\$ 3.08	\$ 57,355.76	\$ 2.25	\$ 41,899.50
5	Grassing	6.20	AC	\$ 1,800.00	\$ 11,160.00	\$ 1,650.00	\$ 10,230.00	\$ 1,425.00	\$ 8,835.00
6	Inlet Protection	41	EA	\$ 100.00	\$ 4,100.00	\$ 165.00	\$ 6,765.00	\$ 75.00	\$ 3,075.00
7	18" RCP	2,705	LF	\$ 24.00	\$ 64,920.00	\$ 23.10	\$ 62,485.50	\$ 23.00	\$ 62,215.00
8	24" RCP	1,313	LF	\$ 34.00	\$ 44,642.00	\$ 30.36	\$ 39,862.68	\$ 28.00	\$ 36,764.00
9	30" RCP	20	LF	\$ 48.00	\$ 960.00	\$ 54.01	\$ 1,080.20	\$ 40.00	\$ 800.00
10	18" HDPE (Perforated)	1,081	LF	\$ 65.00	\$ 70,265.00	\$ 21.28	\$ 23,003.68	\$ 43.00	\$ 46,483.00
11	24" HDPE (Perforated)	104	LF	\$ 75.00	\$ 7,800.00	\$ 24.64	\$ 2,562.56	\$ 50.00	\$ 5,200.00
12	4' Catch Basin (Type I)	33	EA	\$ 2,900.00	\$ 95,700.00	\$ 3,024.00	\$ 99,792.00	\$ 2,275.00	\$ 75,075.00
13	4' Catch Basin (Type II)	7	EA	\$ 3,000.00	\$ 21,000.00	\$ 3,360.00	\$ 23,520.00	\$ 2,250.00	\$ 15,750.00
14	4' Junction Boxes	6	EA	\$ 2,600.00	\$ 15,600.00	\$ 3,024.00	\$ 18,144.00	\$ 2,250.00	\$ 13,500.00
15	Yard Inlet	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,024.00	\$ 3,024.00	\$ 1,575.00	\$ 1,575.00
16	Sediment Traps/Plunge Pools	4	EA	\$ 1,000.00	\$ 4,000.00	\$ 1,344.00	\$ 5,376.00	\$ 1,375.00	\$ 5,500.00
17	24" Concrete Headwalls	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 991.20	\$ 2,973.60	\$ 2,000.00	\$ 6,000.00
18	30" Concrete Headwall	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,052.80	\$ 1,052.80	\$ 2,100.00	\$ 2,100.00
19	Dry Wells	4	EA	\$ 3,900.00	\$ 15,600.00	\$ 1,456.00	\$ 5,824.00	\$ 2,250.00	\$ 9,000.00
20	Large Dry Well (Approx. Sta. 12+00)	1	EA	\$ 4,800.00	\$ 4,800.00	\$ 2,352.00	\$ 2,352.00	\$ 4,500.00	\$ 4,500.00
21	Rip-Rap	30	SY	\$ 35.00	\$ 1,050.00	\$ 56.00	\$ 1,680.00	\$ 50.00	\$ 1,500.00
22	Reset Mailboxes	29	EA	\$ 50.00	\$ 1,450.00	\$ 95.20	\$ 2,760.80	\$ 175.00	\$ 5,075.00
23	Concrete Keyways	4	EA	\$ 650.00	\$ 2,600.00	\$ 336.00	\$ 1,344.00	\$ 375.00	\$ 1,500.00
24	Reflecting Yellow Markers	325	EA	\$ 7.00	\$ 2,275.00	\$ 3.92	\$ 1,274.00	\$ 8.75	\$ 2,843.75

				Plowden Construction Co., Inc.		REA Contracting LLC		Kirven Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	Striping	55,235	LF	\$ 0.20	\$ 11,047.00	\$ 0.11	* \$ 6,075.85	\$ 0.25	\$ 13,808.75
26	Stop Bars	142	LF	\$ 6.00	\$ 852.00	\$ 2.24	\$ 318.08	\$ 15.00	\$ 2,130.00
27	Debris Removal (Approx. Sta. 2+00)	1	LS	\$ 800.00	\$ 800.00	\$ 5,600.00	\$ 5,600.00	\$ 10,000.00	\$ 10,000.00
28	6" Base Course (DOT R/W)	351	SY	\$ 22.00	\$ 7,722.00	\$ 10.15	\$ 3,562.65	\$ 7.15	\$ 2,509.65
29	4.5" Binder Course (DOT R/W)	90	TONS	\$ 80.00	\$ 7,200.00	\$ 90.50	* \$ 8,145.00	\$ 125.00	\$ 11,250.00
30	2" Asphalt Surface Course (DOT R/W)	40	TONS	\$ 80.00	\$ 3,200.00	\$ 90.50	* \$ 3,620.00	\$ 90.00	\$ 3,600.00
31	6" Stone Base Course (Lex. Co.)	32,271	SY	\$ 6.50	\$ 209,761.50	\$ 7.66	\$ 247,195.86	\$ 7.05	\$ 227,510.55
32	2" Asphalt Surface Course (Lex. Co.)	3,680	TONS	\$ 65.00	\$ 239,200.00	\$ 84.00	* \$ 309,120.00	\$ 85.00	\$ 312,800.00
33	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 128,800.00	\$ 128,800.00	\$ 115,000.00	\$ 115,000.00
34	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00	\$ 21.75	\$ 25,121.25
BASE BID AMOUNT FOR JIM RUCKER ROAD					\$1,170,745.50		* \$1,186,498.62		* \$1,198,195.45

* Mathematical Errors

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE A (SAND CLAY / ASPHALT)									
31-A	8" Base Course (Lex. Co.)	32,271	SY	\$ 5.00	\$ 161,355.00	\$ 4.35	\$ 140,378.85	\$ 4.25	\$ 137,151.75
32-A	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 65.00	\$ 239,200.00	\$ 84.00	* \$ 309,120.00	\$ 85.00	\$ 312,800.00
33-A	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 148,000.00	\$ 148,000.00	\$ 125,000.00	\$ 125,000.00
34-A	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00	\$ 18.75	\$ 21,656.25
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. A					\$ 564,430.00		* \$ 626,373.85		* \$ 596,608.00

* Mathematical Error

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE B (SAND CLAY / TRIPLE TREATMENT)									
31-B	8" Base Course (Lex. Co.)	32,271	SY	\$ 6.00	\$ 193,626.00	\$ 4.35	\$ 140,378.85		\$ -
32-B	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.00	\$ 125,092.00	\$ 6.10	\$ 190,765.30		\$ -
33-B	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 148,000.00	\$ 148,000.00		\$ -
34-B	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. B					\$ 482,593.00		\$ 508,019.15		No Bid

				Plowden Construction Co., Inc.		REA Contracting LLC		Kirven Construction, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - ALTERNATE C (MACADAM / TRIPLE TREATMENT)									
31-C	6" Base Course (Lex. Co.)	32,271	SY	\$ 6.50	\$ 209,761.50	\$ 7.66	\$ 247,195.86		\$ -
32-C	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.00	\$ 125,092.00	\$ 6.10	\$ 190,765.30		\$ -
33-C	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 128,800.00	* \$ 128,800.00		\$ -
34-C	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. C					\$ 498,728.50		* \$ 595,636.16		No Bid

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE D (RECYCLED CONCRETE / ASPHALT)									
31-D	6" Base Course (Lex. Co.)	32,271	SY	\$ 6.50	\$ 209,761.50	\$ 6.50	\$ 209,761.50		\$ -
32-D	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 65.00	\$ 239,200.00	\$ 84.00	* \$ 309,120.00		\$ -
33-D	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 128,800.00	\$ 128,800.00		\$ -
34-D	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. D					\$ 612,836.50		* \$ 676,556.50		No Bid

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE E (RECYCLED CONCRETE / TRIPLE TREATMENT)									
31-E	6" Base Course (Lex. Co.)	32,271	SY	\$ 6.50	\$ 209,761.50	\$ 6.50	\$ 209,761.50		\$ -
32-E	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.00	\$ 125,092.00	\$ 6.10	\$ 190,765.30		\$ -
33-E	Grading (Cut and Fill)	1	LS	\$ 135,000.00	\$ 135,000.00	\$ 128,800.00	\$ 128,800.00		\$ -
34-E	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.00	\$ 28,875.00	\$ 25.00	\$ 28,875.00		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. E					\$ 498,728.50		\$ 558,201.80		No Bid

Alternate A Total		\$1,122,339.00	\$1,098,881.61	\$1,114,371.65
Alternate B Total		\$1,040,502.00	\$ 980,526.91	No Bid
Alternate C Total		\$1,056,637.50	\$1,068,143.92	No Bid
Alternate D Total		\$1,170,745.50	\$1,149,064.26	No Bid
Alternate E Total		\$1,056,637.50	\$1,030,709.56	No Bid

BID CERTIFICATION
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
 Project No.: 03-063

BID DATE: January 20, 2009 at 3:00 P.M.

Certified: _____

Date: _____

				Mabus Bros. Construction Co., Inc.		C. Ray Miles Construction Company, Inc.		Sox & Sons Construction Co., Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - BASE BID									
1	Mobilization	1	LS	\$ 50,500.00	\$ 50,500.00	\$ 10,000.00	\$ 10,000.00	\$ 46,000.00	\$ 46,000.00
2	Construction Entrance	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00	\$ 1,500.00	\$ 3,000.00
3	Clearing and Grubbing	5.7	AC	\$ 3,800.00	\$ 21,660.00	\$ 9,500.00	\$ 54,150.00	\$ 1,500.00	\$ 8,550.00
4	Silt Fence	18,622	LF	\$ 1.60	\$ 29,795.20	\$ 2.15	\$ 40,037.30	\$ 2.50	\$ 46,555.00
5	Grassing	6.20	AC	\$ 1,600.00	\$ 9,920.00	\$ 1,500.00	\$ 9,300.00	\$ 1,400.00	\$ 8,680.00
6	Inlet Protection	41	EA	\$ 100.00	\$ 4,100.00	\$ 68.00	\$ 2,788.00	\$ 125.00	\$ 5,125.00
7	18" RCP	2,705	LF	\$ 25.84	\$ 69,897.20	\$ 18.40	\$ 49,772.00	\$ 20.00	\$ 54,100.00
8	24" RCP	1,313	LF	\$ 34.86	\$ 45,771.18	\$ 24.60	\$ 32,299.80	\$ 28.70	\$ 37,683.10
9	30" RCP	20	LF	\$ 80.16	\$ 1,603.20	\$ 36.00	\$ 720.00	\$ 44.00	\$ 880.00
10	18" HDPE (Perforated)	1,081	LF	\$ 52.45	\$ 56,698.45	\$ 35.50	\$ 38,375.50	\$ 41.31	\$ 44,656.11
11	24" HDPE (Perforated)	104	LF	\$ 58.40	\$ 6,073.60	\$ 46.05	\$ 4,789.20	\$ 43.00	\$ 4,472.00
12	4' Catch Basin (Type I)	33	EA	\$ 1,315.00	\$ 43,395.00	\$ 2,680.00	\$ 88,440.00	\$ 1,470.00	\$ 48,510.00
13	4' Catch Basin (Type II)	7	EA	\$ 1,315.00	\$ 9,205.00	\$ 2,580.00	\$ 18,060.00	\$ 1,400.00	\$ 9,800.00
14	4' Junction Boxes	6	EA	\$ 1,395.00	\$ 8,370.00	\$ 1,650.00	\$ 9,900.00	\$ 1,200.00	\$ 7,200.00
15	Yard Inlet	1	EA	\$ 1,355.00	\$ 1,355.00	\$ 1,620.00	\$ 1,620.00	\$ 1,200.00	\$ 1,200.00
16	Sediment Traps/Plunge Pools	4	EA	\$ 1,200.00	\$ 4,800.00	\$ 1,730.00	\$ 6,920.00	\$ 1,400.00	\$ 5,600.00
17	24" Concrete Headwalls	3	EA	\$ 1,056.00	\$ 3,168.00	\$ 880.00	\$ 2,640.00	\$ 980.00	\$ 2,940.00
18	30" Concrete Headwall	1	EA	\$ 1,145.00	\$ 1,145.00	\$ 940.00	\$ 940.00	\$ 1,050.00	\$ 1,050.00
19	Dry Wells	4	EA	\$ 2,888.00	\$ 11,552.00	\$ 2,320.00	\$ 9,280.00	\$ 3,500.00	\$ 14,000.00
20	Large Dry Well (Approx. Sta. 12+00)	1	EA	\$ 20,069.00	\$ 20,069.00	\$ 20,000.00	\$ 20,000.00	\$ 23,500.00	\$ 23,500.00
21	Rip-Rap	30	SY	\$ 60.00	\$ 1,800.00	\$ 75.00	\$ 2,250.00	\$ 80.00	\$ 2,400.00
22	Reset Mailboxes	29	EA	\$ 50.00	\$ 1,450.00	\$ 200.00	\$ 5,800.00	\$ 100.00	\$ 2,900.00
23	Concrete Keyways	4	EA	\$ 250.00	\$ 1,000.00	\$ 1,700.00	\$ 6,800.00	\$ 300.00	\$ 1,200.00
24	Reflecting Yellow Markers	325	EA	\$ 3.87	\$ 1,257.75	\$ 11.00	\$ 3,575.00	\$ 3.75	\$ 1,218.75

				Mabus Bros. Construction Co., Inc.		C. Ray Miles Construction Company, Inc.		Sox & Sons Construction Co., Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	Striping	55,235	LF	\$ 0.08	\$ 4,418.80	\$ 1.10	\$ 60,758.50	\$ 0.12	\$ 6,628.20
26	Stop Bars	142	LF	\$ 1.66	\$ 235.72	\$ 6.00	\$ 852.00	\$ 2.00	\$ 284.00
27	Debris Removal (Approx. Sta. 2+00)	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,200.00	\$ 4,200.00	\$ 3,000.00	\$ 3,000.00
28	6" Base Course (DOT R/W)	351	SY	\$ 6.83	\$ 2,397.33	\$ 8.10	\$ 2,843.10	\$ 10.50	\$ 3,685.50
29	4.5" Binder Course (DOT R/W)	90	TONS	\$ 94.51	\$ 8,505.90	\$ 90.75	\$ 8,167.50	\$ 116.00	\$ 10,440.00
30	2" Asphalt Surface Course (DOT R/W)	40	TONS	\$ 76.99	\$ 3,079.60	\$ 87.60	\$ 3,504.00	\$ 81.58	\$ 3,263.20
31	6" Stone Base Course (Lex. Co.)	32,271	SY	\$ 6.83	\$ 220,410.93	\$ 8.10	\$ 261,395.10	\$ 7.50	\$ 242,032.50
32	2" Asphalt Surface Course (Lex. Co.)	3,680	TONS	\$ 76.59	\$ 281,851.20	\$ 86.60	\$ 318,688.00	\$ 76.00	\$ 279,680.00
33	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 99,000.00	\$ 99,000.00	\$ 48,865.00	\$ 48,865.00
34	Driveways (Asphalt and Base Course)	1,155	SY	\$ 23.67	\$ 27,338.85	\$ 37.80	\$ 43,659.00	\$ 21.45	\$ 24,774.75
BASE BID AMOUNT FOR JIM RUCKER ROAD					\$1,133,823.91		\$1,225,124.00		\$1,003,873.11

JIM RUCKER ROAD - ALTERNATE A (SAND CLAY / ASPHALT)									
31-A	8" Base Course (Lex. Co.)	32,271	SY	\$ 3.13	\$ 101,008.23	\$ 5.05	\$ 162,968.55	\$ 3.40	\$ 109,721.40
32-A	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 76.99	\$ 283,323.20	\$ 86.60	\$ 318,688.00	\$ 76.00	\$ 279,680.00
33-A	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 107,000.00	\$ 107,000.00	\$ 49,500.00	\$ 49,500.00
34-A	Driveways (Asphalt and Base Course)	1,155	SY	\$ 19.97	\$ 23,065.35	\$ 35.40	\$ 40,887.00	\$ 20.00	\$ 23,100.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. A					\$ 582,396.78		\$ 629,543.55		\$ 462,001.40

JIM RUCKER ROAD - ALTERNATE B (SAND CLAY / TRIPLE TREATMENT)									
31-B	8" Base Course (Lex. Co.)	32,271	SY	\$ 4.09	\$ 131,988.39	\$ 5.05	\$ 162,968.55	\$ 3.40	\$ 109,721.40
32-B	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.53	\$ 141,666.69	\$ 6.95	\$ 217,347.35	\$ 6.36	\$ 198,896.28
33-B	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 107,000.00	\$ 107,000.00	\$ 45,224.00	\$ 45,224.00
34-B	Driveways (Asphalt and Base Course)	1,155	SY	\$ 10.67	\$ 12,323.85	\$ 31.25	\$ 36,093.75	\$ 14.00	\$ 16,170.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. B					\$ 460,978.93		\$ 523,409.65		\$ 370,011.68

				Mabus Bros. Construction Co., Inc.		C. Ray Miles Construction Company, Inc.		Sox & Sons Construction Co., Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - ALTERNATE C (MACADAM / TRIPLE TREATMENT)									
31-C	6" Base Course (Lex. Co.)	32,271	SY	\$ 7.78	\$ 251,068.38	\$ 8.10	\$ 261,395.10	\$ 7.50	\$ 242,032.50
32-C	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.53	\$ 141,666.69	\$ 6.95	\$ 217,347.35	\$ 6.36	\$ 198,896.28
33-C	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 99,000.00	\$ 99,000.00	\$ 48,865.00	\$ 48,865.00
34-C	Driveways (Asphalt and Base Course)	1,155	SY	\$ 14.37	\$ 16,597.35	\$ 33.65	\$ 38,865.75	\$ 16.00	\$ 18,480.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. C					\$ 584,332.42		\$ 616,608.20		\$ 508,273.78

JIM RUCKER ROAD - ALTERNATE D (RECYCLED CONCRETE / ASPHALT)									
31-D	6" Base Course (Lex. Co.)	32,271	SY	\$ 6.65	\$ 214,602.15		\$ -	\$ 6.90	\$ 222,669.90
32-D	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 76.99	\$ 283,323.20		\$ -	\$ 76.00	\$ 279,680.00
33-D	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00		\$ -	\$ 48,865.00	\$ 48,865.00
34-D	Driveways (Asphalt and Base Course)	1,155	SY	\$ 23.49	\$ 27,130.95		\$ -	\$ 22.00	\$ 25,410.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. D					\$ 700,056.30		No Bid		\$ 576,624.90

JIM RUCKER ROAD - ALTERNATE E (RECYCLED CONCRETE / TRIPLE TREATMENT)									
31-E	6" Base Course (Lex. Co.)	32,271	SY	\$ 7.61	\$ 245,582.31		\$ -	\$ 6.90	\$ 222,669.90
32-E	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 4.53	\$ 141,666.69		\$ -	\$ 6.36	\$ 198,896.28
33-E	Grading (Cut and Fill)	1	LS	\$ 175,000.00	\$ 175,000.00		\$ -	\$ 48,865.00	\$ 48,865.00
34-E	Driveways (Asphalt and Base Course)	1,155	SY	\$ 14.19	\$ 16,389.45		\$ -	\$ 17.50	\$ 20,212.50
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. E					\$ 578,638.45		No Bid		\$ 490,643.68

Alternate A Total		\$1,011,619.71		\$1,131,925.45		\$ 870,522.26
Alternate B Total		\$ 890,201.86		\$1,025,791.55		\$ 778,532.54
Alternate C Total		\$1,013,555.35		\$1,118,990.10		\$ 916,794.64
Alternate D Total		\$1,129,279.23		No Bid		\$ 985,145.76
Alternate E Total		\$1,007,861.38		No Bid		\$ 899,164.54

BID CERTIFICATION
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
 Project No.: 03-063

BID DATE: January 20, 2009 at 3:00 P.M.

Certified: _____

Date: _____

				Cherokee, Inc.		Threlko, Inc.		CBG, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - BASE BID									
1	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 9,500.00	\$ 9,500.00	\$ 35,000.00	\$ 35,000.00
2	Construction Entrance	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 850.00	\$ 1,700.00	\$ 750.00	\$ 1,500.00
3	Clearing and Grubbing	5.7	AC	\$ 4,000.00	\$ 22,800.00	\$ 8,600.00	\$ 49,020.00	\$ 2,500.00	\$ 14,250.00
4	Silt Fence	18,622	LF	\$ 2.30	\$ 42,830.60	\$ 2.00	\$ 37,244.00	\$ 2.75	\$ 51,210.50
5	Grassing	6.20	AC	\$ 1,410.00	\$ 8,742.00	\$ 1,300.00	\$ 8,060.00	\$ 2,000.00	\$ 12,400.00
6	Inlet Protection	41	EA	\$ 100.00	\$ 4,100.00	\$ 100.00	\$ 4,100.00	\$ 150.00	\$ 6,150.00
7	18" RCP	2,705	LF	\$ 21.50	\$ 58,157.50	\$ 24.00	\$ 64,920.00	\$ 20.00	\$ 54,100.00
8	24" RCP	1,313	LF	\$ 30.00	\$ 39,390.00	\$ 29.20	\$ 38,339.60	\$ 25.00	\$ 32,825.00
9	30" RCP	20	LF	\$ 40.00	\$ 800.00	\$ 40.25	\$ 805.00	\$ 35.00	\$ 700.00
10	18" HDPE (Perforated)	1,081	LF	\$ 45.00	\$ 48,645.00	\$ 37.85	\$ 40,915.85	\$ 51.50	\$ 55,671.50
11	24" HDPE (Perforated)	104	LF	\$ 66.00	\$ 6,864.00	\$ 40.00	\$ 4,160.00	\$ 55.00	\$ 5,720.00
12	4' Catch Basin (Type I)	33	EA	\$ 1,600.00	\$ 52,800.00	\$ 1,540.00	\$ 50,820.00	\$ 1,300.00	\$ 42,900.00
13	4' Catch Basin (Type II)	7	EA	\$ 1,600.00	\$ 11,200.00	\$ 1,540.00	\$ 10,780.00	\$ 1,500.00	\$ 10,500.00
14	4' Junction Boxes	6	EA	\$ 1,600.00	\$ 9,600.00	\$ 1,350.00	\$ 8,100.00	\$ 1,300.00	\$ 7,800.00
15	Yard Inlet	1	EA	\$ 1,600.00	\$ 1,600.00	\$ 1,200.00	\$ 1,200.00	\$ 1,300.00	\$ 1,300.00
16	Sediment Traps/Plunge Pools	4	EA	\$ 500.00	\$ 2,000.00	\$ 600.00	\$ 2,400.00	\$ 1,500.00	\$ 6,000.00
17	24" Concrete Headwalls	3	EA	\$ 900.00	\$ 2,700.00	\$ 650.00	\$ 1,950.00	\$ 1,000.00	\$ 3,000.00
18	30" Concrete Headwall	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 690.00	\$ 690.00	\$ 1,000.00	\$ 1,000.00
19	Dry Wells	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 2,400.00	\$ 9,600.00	\$ 2,500.00	\$ 10,000.00
20	Large Dry Well (Approx. Sta. 12+00)	1	EA	\$ 23,000.00	\$ 23,000.00	\$ 30,200.00	\$ 30,200.00	\$ 15,350.00	\$ 15,350.00
21	Rip-Rap	30	SY	\$ 45.00	\$ 1,350.00	\$ 28.00	\$ 840.00	\$ 45.00	\$ 1,350.00
22	Reset Mailboxes	29	EA	\$ 20.00	\$ 580.00	\$ 10.00	\$ 290.00	\$ 250.00	\$ 7,250.00
23	Concrete Keyways	4	EA	\$ 500.00	\$ 2,000.00	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
24	Reflecting Yellow Markers	325	EA	\$ 3.85	\$ 1,251.25	\$ 3.75	\$ 1,218.75	\$ 5.00	\$ 1,625.00

				Cherokee, Inc.		Threlko, Inc.		CBG, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	Striping	55,235	LF	\$ 0.08	\$ 4,418.80	\$ 0.10	\$ 5,523.50	\$ 0.25	\$ 13,808.75
26	Stop Bars	142	LF	\$ 1.65	\$ 234.30	\$ 2.00	\$ 284.00	\$ 2.75	\$ 390.50
27	Debris Removal (Approx. Sta. 2+00)	1	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
28	6" Base Course (DOT R/W)	351	SY	\$ 10.00	\$ 3,510.00	\$ 6.15	\$ 2,158.65	\$ 9.00	\$ 3,159.00
29	4.5" Binder Course (DOT R/W)	90	TONS	\$ 100.00	\$ 9,000.00	\$ 80.00	\$ 7,200.00	\$ 76.00	\$ 6,840.00
30	2" Asphalt Surface Course (DOT R/W)	40	TONS	\$ 82.00	\$ 3,280.00	\$ 80.00	\$ 3,200.00	\$ 65.00	\$ 2,600.00
31	6" Stone Base Course (Lex. Co.)	32,271	SY	\$ 8.00	\$ 258,168.00		No Bid	\$ 6.34	\$ 204,598.14
32	2" Asphalt Surface Course (Lex. Co.)	3,680	TONS	\$ 78.50	\$ 288,880.00		No Bid	\$ 66.50	\$ 244,720.00
33	Grading (Cut and Fill)	1	LS	\$ 50,000.00	\$ 50,000.00		No Bid	\$ 61,264.25	\$ 61,264.25
34	Driveways (Asphalt and Base Course)	1,155	SY	\$ 25.20	\$ 29,106.00		No Bid	\$ 21.00	\$ 24,255.00
BASE BID AMOUNT FOR JIM RUCKER ROAD					\$1,045,907.45		* No Bid		\$ 942,737.64

* Base Bid unit prices for items 31 through 34 not provided. Contractor provided bid for Alt. B only.

JIM RUCKER ROAD - ALTERNATE A (SAND CLAY / ASPHALT)									
31-A	8" Base Course (Lex. Co.)	32,271	SY	\$ -	\$ -	\$ -	\$ -	\$ 2.65	\$ 85,518.15
32-A	2" Surface Course (Lex. Co.)	3,680	TONS	\$ -	\$ -	\$ -	\$ -	\$ 66.50	\$ 244,720.00
33-A	Grading (Cut and Fill)	1	LS	\$ -	\$ -	\$ -	\$ -	\$ 55,000.00	\$ 55,000.00
34-A	Driveways (Asphalt and Base Course)	1,155	SY	\$ -	\$ -	\$ -	\$ -	\$ 13.00	\$ 15,015.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. A					No Bid		\$ -		* \$ 400,253.15

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE B (SAND CLAY / TRIPLE TREATMENT)									
31-B	8" Base Course (Lex. Co.)	32,271	SY	\$ 3.15	\$ 101,653.65	\$ 3.25	\$ 104,880.75	\$ 2.65	\$ 85,518.15
32-B	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 6.78	\$ 212,030.94	\$ 6.41	\$ 200,459.93	\$ 7.90	\$ 247,056.70
33-B	Grading (Cut and Fill)	1	LS	\$ 56,500.00	\$ 56,500.00	\$ 90,000.00	\$ 90,000.00	\$ 55,000.00	\$ 55,000.00
34-B	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.98	\$ 21,921.90	\$ 6.39	\$ 7,380.45	\$ 29.00	\$ 33,495.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. B					\$ 392,106.49		\$ 402,721.13		* \$ 421,069.85

* Mathematical Error

				Cherokee, Inc.		Threlko, Inc.		CBG, Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - ALTERNATE C (MACADAM / TRIPLE TREATMENT)									
31-C	6" Base Course (Lex. Co.)	32,271	SY		\$ -		\$ -		\$ -
32-C	Triple Treatment Course (Lex. Co.)	31,273	SY		\$ -		\$ -		\$ -
33-C	Grading (Cut and Fill)	1	LS		\$ -		\$ -		\$ -
34-C	Driveways (Asphalt and Base Course)	1,155	SY		\$ -		\$ -		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. C					No Bid		\$ -		No Bid

JIM RUCKER ROAD - ALTERNATE D (RECYCLED CONCRETE / ASPHALT)									
31-D	6" Base Course (Lex. Co.)	32,271	SY		\$ -		\$ -		\$ -
32-D	2" Surface Course (Lex. Co.)	3,680	TONS		\$ -		\$ -		\$ -
33-D	Grading (Cut and Fill)	1	LS		\$ -		\$ -		\$ -
34-D	Driveways (Asphalt and Base Course)	1,155	SY		\$ -		\$ -		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. D					No Bid		\$ -		No Bid

JIM RUCKER ROAD - ALTERNATE E (RECYCLED CONCRETE / TRIPLE TREATMENT)									
31-E	6" Base Course (Lex. Co.)	32,271	SY		\$ -		\$ -		\$ -
32-E	Triple Treatment Course (Lex. Co.)	31,273	SY		\$ -		\$ -		\$ -
33-E	Grading (Cut and Fill)	1	LS		\$ -		\$ -		\$ -
34-E	Driveways (Asphalt and Base Course)	1,155	SY		\$ -		\$ -		\$ -
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. E					No Bid		\$ -		No Bid

Alternate A Total	No Bid	* No Bid	\$ 808,153.40
Alternate B Total	\$ 811,859.94	* \$ 402,721.13	\$ 828,970.10
Alternate C Total	No Bid	No Bid	No Bid
Alternate D Total	No Bid	No Bid	No Bid
Alternate E Total	No Bid	No Bid	No Bid

BID CERTIFICATION
ROADWAY IMPROVEMENTS TO JIM RUCKER ROAD
 Project No.: 03-063

BID DATE: January 20, 2009 at 3:00 P.M.

Certified: _____

Date: _____

				BMCO Construction, Inc.		L-J, Inc.		J. C. Wilkie Construction, LLC	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - BASE BID									
1	Mobilization	1	LS	\$ 51,608.00	\$ 51,608.00	\$ 65,000.00	\$ 65,000.00	\$ 54,500.00	\$ 54,500.00
2	Construction Entrance	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00	\$ 1,075.00	\$ 2,150.00
3	Clearing and Grubbing	5.7	AC	\$ 3,600.00	\$ 20,520.00	\$ 5,500.00	\$ 31,350.00	\$ 4,250.00	\$ 24,225.00
4	Silt Fence	18,622	LF	\$ 3.25	\$ 60,521.50	\$ 2.75	\$ 51,210.50	\$ 3.50	\$ 65,177.00
5	Grassing	6.20	AC	\$ 2,000.00	\$ 12,400.00	\$ 1,425.00	\$ 8,835.00	\$ 1,450.00	\$ 8,990.00
6	Inlet Protection	41	EA	\$ 150.00	\$ 6,150.00	\$ 55.00	\$ 2,255.00	\$ 100.00	\$ 4,100.00
7	18" RCP	2,705	LF	\$ 26.62	\$ 72,007.10	\$ 22.60	\$ 61,133.00	\$ 20.50	\$ 55,452.50
8	24" RCP	1,313	LF	\$ 39.50	\$ 51,863.50	\$ 31.00	\$ 40,703.00	\$ 28.80	\$ 37,814.40
9	30" RCP	20	LF	\$ 45.00	\$ 900.00	\$ 51.95	\$ 1,039.00	\$ 40.50	\$ 810.00
10	18" HDPE (Perforated)	1,081	LF	\$ 52.00	\$ 56,212.00	\$ 26.90	\$ 29,078.90	\$ 60.00	\$ 64,860.00
11	24" HDPE (Perforated)	104	LF	\$ 118.00	\$ 12,272.00	\$ 38.65	\$ 4,019.60	\$ 63.30	\$ 6,583.20
12	4' Catch Basin (Type I)	33	EA	\$ 1,500.00	\$ 49,500.00	\$ 1,285.00	\$ 42,405.00	\$ 1,750.00	\$ 57,750.00
13	4' Catch Basin (Type II)	7	EA	\$ 1,700.00	\$ 11,900.00	\$ 1,285.00	\$ 8,995.00	\$ 1,750.00	\$ 12,250.00
14	4' Junction Boxes	6	EA	\$ 1,800.00	\$ 10,800.00	\$ 1,575.00	\$ 9,450.00	\$ 1,600.00	\$ 9,600.00
15	Yard Inlet	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,475.00	\$ 1,475.00
16	Sediment Traps/Plunge Pools	4	EA	\$ 750.00	\$ 3,000.00	\$ 1,650.00	\$ 6,600.00	\$ 2,115.00	\$ 8,460.00
17	24" Concrete Headwalls	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$ 1,175.00	\$ 3,525.00
18	30" Concrete Headwall	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,225.00	\$ 1,225.00
19	Dry Wells	4	EA	\$ 2,000.00	\$ 8,000.00	\$ 3,850.00	\$ 15,400.00	\$ 2,000.00	\$ 8,000.00
20	Large Dry Well (Approx. Sta. 12+00)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 27,500.00	\$ 27,500.00	\$ 3,950.00	\$ 3,950.00
21	Rip-Rap	30	SY	\$ 50.00	\$ 1,500.00	\$ 55.00	\$ 1,650.00	\$ 64.50	\$ 1,935.00
22	Reset Mailboxes	29	EA	\$ 50.00	\$ 1,450.00	\$ 55.00	\$ 1,595.00	\$ 100.00	\$ 2,900.00
23	Concrete Keyways	4	EA	\$ 500.00	\$ 2,000.00	\$ 450.00	\$ 1,800.00	\$ 375.00	\$ 1,500.00
24	Reflecting Yellow Markers	325	EA	\$ 4.50	\$ 1,462.50	\$ 4.00	\$ 1,300.00	\$ 3.75	\$ 1,218.75

				BMC0 Construction, Inc.		L-J, Inc.		J. C. Wilkie Construction, LLC	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	Striping	55,235	LF	\$ 0.25	\$ 13,808.75	\$ 0.10	\$ 5,523.50	\$ 0.25	\$ 13,808.75
26	Stop Bars	142	LF	\$ 3.00	\$ 426.00	\$ 1.65	\$ 234.30	\$ 1.65	\$ 234.30
27	Debris Removal (Approx. Sta. 2+00)	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,000.00	\$ 3,000.00	\$ 15,000.00	\$ 15,000.00
28	6" Base Course (DOT R/W)	351	SY	\$ 9.50	\$ 3,334.50	\$ 9.00	\$ 3,159.00	\$ 7.27	\$ 2,551.77
29	4.5" Binder Course (DOT R/W)	90	TONS	\$ 118.00	\$ 10,620.00	\$ 83.60	\$ 7,524.00	\$ 96.00	\$ 8,640.00
30	2" Asphalt Surface Course (DOT R/W)	40	TONS	\$ 83.00	\$ 3,320.00	\$ 81.40	\$ 3,256.00	\$ 78.25	\$ 3,130.00
31	6" Stone Base Course (Lex. Co.)	32,271	SY	\$ 6.00	\$ 193,626.00	\$ 7.90	\$ 254,940.90	\$ 7.27	\$ 234,610.17
32	2" Asphalt Surface Course (Lex. Co.)	3,680	TONS	\$ 83.00	\$ 305,440.00	\$ 80.30	\$ 295,504.00	\$ 78.25	\$ 287,960.00
33	Grading (Cut and Fill)	1	LS	\$ 69,350.00	\$ 69,350.00	\$ 87,560.00	\$ 87,560.00	\$ 138,200.00	\$ 138,200.00
34	Driveways (Asphalt and Base Course)	1,155	SY	\$ 22.00	\$ 25,410.00	\$ 21.75	\$ 25,121.25	\$ 22.60	\$ 26,103.00
BASE BID AMOUNT FOR JIM RUCKER ROAD					\$1,087,901.85		\$1,106,441.95		\$1,168,688.84

JIM RUCKER ROAD - ALTERNATE A (SAND CLAY / ASPHALT)									
31-A	8" Base Course (Lex. Co.)	32,271	SY	\$ 3.00	\$ 96,813.00	\$ 4.95	\$ 159,741.45	\$ 3.50	\$ 112,948.50
32-A	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 83.00	\$ 305,440.00	\$ 80.30	\$ 295,504.00	\$ 78.25	\$ 287,960.00
33-A	Grading (Cut and Fill)	1	LS	\$ 80,450.00	\$ 80,450.00	\$ 93,665.00	\$ 93,665.00	\$ 148,720.00	\$ 148,720.00
34-A	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.00	\$ 20,790.00	\$ 20.00	\$ 23,100.00	\$ 20.75	\$ 23,966.25
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. A					\$ 503,493.00		\$ 572,010.45		\$ 573,594.75

JIM RUCKER ROAD - ALTERNATE B (SAND CLAY / TRIPLE TREATMENT)									
31-B	8" Base Course (Lex. Co.)	32,271	SY	\$ 3.00	\$ 96,813.00	\$ 6.15	\$ 198,466.65	\$ 3.50	\$ 112,948.50
32-B	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 6.50	\$ 203,274.50	\$ 4.85	\$ 151,674.05	\$ 7.75	\$ 242,365.75
33-B	Grading (Cut and Fill)	1	LS	\$ 100,450.00	\$ 100,450.00	\$ 87,560.00	\$ 87,560.00	\$ 148,720.00	\$ 148,720.00
34-B	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.00	\$ 20,790.00	\$ 15.60	\$ 18,018.00	\$ 10.95	\$ 12,647.25
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. B					\$ 421,327.50		\$ 455,718.70		\$ 516,681.50

				BMC0 Construction, Inc.		L-J, Inc.		J. C. Wilkie Construction, LLC	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
JIM RUCKER ROAD - ALTERNATE C (MACADAM / TRIPLE TREATMENT)									
31-C	6" Base Course (Lex. Co.)	32,271	SY	\$ 6.00	\$ 193,626.00	\$ 9.10	\$ 293,666.10	\$ 7.25	\$ 233,964.75
32-C	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 6.50	\$ 203,274.50	\$ 4.85	\$ 151,674.05	\$ 7.75	\$ 242,365.75
33-C	Grading (Cut and Fill)	1	LS	\$ 100,450.00	\$ 100,450.00	\$ 87,560.00	\$ 87,560.00	\$ 137,500.00	\$ 137,500.00
34-C	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.00	\$ 20,790.00	\$ 16.55	\$ 19,115.25	\$ 12.75	\$ 14,726.25
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. C					\$ 518,140.50		\$ 552,015.40		\$ 628,556.75

JIM RUCKER ROAD - ALTERNATE D (RECYCLED CONCRETE / ASPHALT)									
31-D	6" Base Course (Lex. Co.)	32,271	SY	\$ 5.47	\$ 176,522.37	\$ 8.10	\$ 261,395.10	\$ 6.60	\$ 212,988.60
32-D	2" Surface Course (Lex. Co.)	3,680	TONS	\$ 83.00	\$ 305,440.00	\$ 8.30	* \$ 30,544.00	\$ 78.25	\$ 287,960.00
33-D	Grading (Cut and Fill)	1	LS	\$ 69,350.00	\$ 69,350.00	\$ 93,665.00	\$ 93,665.00	\$ 137,500.00	\$ 137,500.00
34-D	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.00	\$ 20,790.00	\$ 21.70	\$ 25,063.50	\$ 23.60	\$ 27,258.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. D					\$ 572,102.37		\$ 410,667.60		\$ 665,706.60

* Mathematical Error

JIM RUCKER ROAD - ALTERNATE E (RECYCLED CONCRETE / TRIPLE TREATMENT)									
31-E	6" Base Course (Lex. Co.)	32,271	SY	\$ 5.47	\$ 176,522.37	\$ 9.15	\$ 295,279.65	\$ 6.60	\$ 212,988.60
32-E	Triple Treatment Course (Lex. Co.)	31,273	SY	\$ 6.50	\$ 203,274.50	\$ 4.85	\$ 151,674.05	\$ 7.75	\$ 242,365.75
33-E	Grading (Cut and Fill)	1	LS	\$ 89,350.00	\$ 89,350.00	\$ 87,560.00	\$ 87,560.00	\$ 137,500.00	\$ 137,500.00
34-E	Driveways (Asphalt and Base Course)	1,155	SY	\$ 18.00	\$ 20,790.00	\$ 15.60	\$ 18,018.00	\$ 12.40	\$ 14,322.00
SUBTOTAL AMOUNT BID FOR JIM RUCKER ROAD - ALT. E					\$ 489,936.87		\$ 552,531.70		\$ 607,176.35

Alternate A Total	\$ 997,568.85	\$ 1,015,326.25	\$ 1,055,410.42
Alternate B Total	\$ 915,403.35	\$ 899,034.50	\$ 998,497.17
Alternate C Total	\$ 1,012,216.35	\$ 995,331.20	\$ 1,110,372.42
Alternate D Total	\$ 1,066,178.22	\$ 853,983.40	\$ 1,147,522.27
Alternate E Total	\$ 984,012.72	\$ 995,847.50	\$ 1,088,992.02

COUNTY OF LEXINGTON

Procurement Services

MEMORANDUM

(O) 785-8319

(F) 785-2240

DATE: January 29, 2009

TO: Katherine L. Hubbard
County Administrator

THROUGH: Reggie Murphy
Procurement Manager

FROM: Angela M. Seymour
Procurement Officer

SUBJECT: Taylor Road Improvement Project
B09029-01/28/09S
Public Works

Competitive bids were solicited and advertised for the Taylor Road Improvement Project. This project consists of pavement construction of approximately 2,450 LF, including side walks. A mandatory pre-bid was held on January 14, 2009, in which seventeen (17) vendors attended.

We received fourteen (14) responsive bids on January 28, 2009 (see attached Bid Tabulation).

The bids were evaluated by Craig Coker, P.E. with B.P. Barber & Assoc., Inc.; John Fechtel, Director of Public Works; J. Jim Starling, Engineer Assoc. III; and Jeffrey A. Hyde, Procurement Officer. It is our recommendation to award this project to Newman Construction, Inc. in the amount of \$ 504,122.80.

County funds are appropriated in the following accounts:

2700-121301-5R0076	\$ 267,000.00
Taylor Road Paving – “C” Funds	

The balance of the funding is being secured from the City of Cayce and/or the Developer of the adjacent Concord Park subdivision. The Approval of this project must be contingent of the approval of these funds and should be finalized by February 03, 2009 at the City of Cayce meeting.

I concur with the above recommendation and further recommend that this bid be placed on County Council’s agenda for their next scheduled meeting on February 10, 2009.

copy: Larry Porth, Director of Finance/Assistant County Administrator
John Fechtel, Director of Public Works/Assistant County Administrator

Lexington County

Bid # B09029-01/28/09S

Taylor Road Improvement Project

Bidder Name	Base Bid	Bid Bond	Ack Amendment # 1
McClam & Assoc.	\$650,401.90	Yes	Yes
C.N.A. Const., Inc.	\$512,887.67	Yes	Yes
Rock Grading & Paving	\$871,836.00	Yes	Yes
Conder Const., Inc.	\$691,256.68	Yes	Yes
L-J, Inc.	\$763,906.27	Yes	Yes
Newman Const., Inc.	\$504,122.80	Yes	Yes
C. Ray Miles Const. Co.	\$604,314.36	Yes	Yes
J.C. Wilkie Const., LLC	\$579,174.92	Yes	Yes
C.R. Jackson, Inc.	\$568,027.20	Yes	Yes
Walter Hunter Const.	\$576,598.00	Yes	Yes
U.S. Group, Inc.	\$614,155.54	Yes	Yes
CBG, Inc.	\$643,920.25	Yes	Yes
Cherokee, Inc.	\$557,726.62	Yes	Yes
Sox & Sons Const., Co.	\$611,591.75	Yes	Yes

Bid Opening: January 28, 2009 @ 3:00 pm

Angela M. Seymour
Procurement Officer

Minutes are left out intentionally until approved by Lexington County Council. Upon Council's approval, the minutes will be available on the Internet.



COMMITTEE REPORT

RE: Burton Center – Designation for Burton Center to Obtain Funds to Transport Persons with Disabilities and Special Needs Through the State Mass Transit Assistance Program

DATE: January 30, 2009

COMMITTEE: Health & Human Services

MAJORITY REPORT: Yes

The Health and Human Services Committee met on Tuesday, January 27, 2009, to review the request from the Burton Center.

Mr. Sam Martin, Burton Center's Director of Procurement, presented a resolution for Council's approval. The resolution would assist the Burton Center in applying for a FTA grant to the South Carolina Department of Mass Transit for assistance in purchasing a bus to transport individuals with disabilities and special needs.

The Health and Human Services Committee voted unanimously to recommend that Council approve the Burton Center's resolution to allow them to apply for a grant to obtain funds.



COMMITTEE REPORT

RE: Discussion – Tire Disposal Program

DATE: January 30, 2009

COMMITTEE: Solid Waste

MAJORITY REPORT: Yes

The Solid Waste Committee met on Tuesday, January 27, 2009, to discuss the County's Tire Disposal Program.

Mr. Dave Eager, Solid Waste Management Director, reviewed the County's existing tire disposal program and presented staff's recommendations for alternatives. The current program charges residents a fee of \$1.50 per tire which must be delivered to the Edmund Landfill. He presented the following three alternative tire disposal proposals:

Alternative I – Continue to receive tires at the Edmund Landfill and eliminate the \$1.50 per tire fee for homeowners only. Commercial delivery of tires would continue to be charged the handling fee. Cost: \$15,200 (plus an additional \$90 per 100 tires collected for disposal fees).

Alternative II – Continue the existing program at the Edmund Landfill, but implement a Quarterly Tire Amnesty Day. The Amnesty Day would be scheduled for a Saturday from 7 p.m. to 2 p.m. during each quarter. No commercial tires or disposal from commercial or retail establishments are permitted in the Collection and Recycling Centers nor would the tires be accepted free at the Edmund Landfill. Collection sites would include the Edmund Landfill, Chapin, Ball Park, Summit, and Sand Hills Collection and Recycling Centers. Cost: \$12,600

Alternative III – Place roll-off containers for receipt of tires at all Collection and Recycling Centers that have room for the container. Eliminate the \$1.50 per tire handling fee at the Edmund Landfill for homeowners only. Commercial tires would continue to be charged. Cost: \$93,800 – This cost is in addition to the current tire disposal budgeted cost.

Staff recommended Alternative II – the Quarterly Tire Amnesty Day. It was recommended to implement the amnesty day program and establish two quarterly pick-ups then evaluate the program after the two quarters.

The Solid Waste Committee voted unanimously to recommend that Council approve staff's recommendation for a Quarterly Tire Amnesty Day for two quarters and then evaluate the program.



COUNTY OF LEXINGTON, SOUTH CAROLINA

Community Development

County Administration Building, 4th Floor
212 South Lake Drive, Suite 401, Lexington, SC 29072
(803)785-8121

ZONING MAP AMENDMENT APPLICATION # M08-13

Address and/or description of the property for which the amendment is requested:

Stagecoach Road

Zoning Classifications: (Current) Residential Local Four (RL4) (Proposed) Local (L)

TMS#: Property Owner:

Reason for the request: Change of road classification to allow for salvage yard

Even though this request will be carefully reviewed and considered, the burden of proving the need for the amendment rests with the applicant.

Date of Application: 12/17/2008 Applicant: Property Owner [checked] Authorized Agent []

Phone #(s): cell 803-269-4806

Signature: Signature on File Printed Name: Walter Durney

Street/Mailing Address: 212 Sausage Lane West Columbia, SC 29169

Table with 2 columns: Date, Event. Rows: 12/17/08 Application Received, 01/22/09 Newspaper Advertisement, 01/21/09 Notices Mailed

Table with 2 columns: Date, Event. Rows: 12/17/08 Fee Received, 01/26/09 Property Posted, Planning Commission

Planning Commission Recommendation:

Table with 4 columns: Date, Event. Rows: 01/13/09 First Reading, 02/10/09 Public Hearing, Second Reading, Third Reading

Results:

COUNTY OF LEXINGTON, SOUTH CAROLINA
Department of Community Development
County Administration Building (803) 785-8121
212 South Lake Drive Ste. 401 Lexington, South Carolina 29072

STAFF SUMMARY

ZONING MAP AMENDMENT #M08-13

Description of the amendment: This Map Amendment request is for a change in street classification of Stagecoach Road from RL4 (Residential Local Four) to L (Local).

Character of the Area: The immediate area consists of residential use.

Zoning History: This Map Amendment is in the Southern Lexington County Planning area. Stagecoach Road is a privately maintained road established in 1982-1983 developed as part of the Stagecoach Acres subdivision. Stagecoach Road was classified as an RL4 (Residential Local Four) street classification when full zoning was established in 1998. Previously the Southern Lexington County Planning area was zoned LR (Limited Restriction) in 1988 before full zoning was adopted in 1998. Most of Stagecoach road is in poor condition.

Council District: One-Council Member James E. "Jim" Kinard, Jr.

Attachments: Chart of Allowed Uses by Zoning District
Political Boundary Maps
Location Maps

EXCERPTS TAKEN FROM:

LEXINGTON COUNTY



ZONING ORDINANCE

August 27, 2008

21.30 Permitted Uses by District

The columnar chart which follows describes the activities permitted within each district. This chart is based upon the list of principal activities defined in Section 21.10 of this Ordinance and the districts established in Section 11.40, and is subject to the following:

- a. The listing of a permitted activity within a district may be voided upon the application of the special overlay district regulations pertaining to flooding, drainage, or airports found in Articles 4 and 5 of this Ordinance.
- b. The provisions of Chapters 2, 3, and 4 of this Article shall apply in all districts to all listed activities as applicable. The application of these provisions may prohibit an activity from locating in a particular district.
- c. Within the Limited Restriction (LR) district, all activities except the following are permitted without review for compliance with the specific provisions of this Ordinance:

Extremely Hazardous Materials as regulated by Article 3

Mining Operations as regulated by Article 8

Mobile Home Parks as regulated by Article 7

Sexually Oriented Businesses as regulated by Article 10

21.31 Chart of Permitted Activities by District

Those activities that are marked by an asterisk (*) are allowed only when granted a special exception by the Board of Zoning Appeals as outlined in Article 12 of this Ordinance.

Proposed Zoning

7

Current Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ .09 FAR	Administrative Offices
✓							Advertising Signs
✓	✓	✓					Airports
✓	✓	✓					Animal Operations
✓	✓	✓					Boat Docks
✓	✓						Bus and Transit Terminals
✓	✓	✓				✓ .05 FAR	Business Services
✓	✓	✓				✓	Cemeteries
✓	✓	✓					Child or Adult Day Care
✓	✓	✓					Churches
✓	✓	✓				✓ .03 FAR	Communication Towers
✓	✓	✓					Community Education
✓	✓	✓					Construction Services
✓	✓	✓				✓	Crops
✓	✓						Detention Centers
✓	✓	✓				✓	Essential Services (Limited)
✓	✓	✓					Essential Services (Extensive)
✓	✓	✓					Fancier's Kennel/Cattery
✓	✓	✓					Food Services
✓	✓	✓					General Repair and Maintenance Services
✓	✓	✓				✓ .03 FAR	General Retail (Limited)
✓	✓	✓				✓ .03 FAR	General Retail (Extensive)
✓	✓	✓	✓##	✓##	✓##		Golf Courses
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Limited)
✓	✓	✓	✓*	✓*	✓*		Group Assembly (Intermediate)
✓	✓	✓#					Group Assembly (Extensive)
✓	✓	✓	✓			✓ 5.5 DU/acre	Group Housing
✓	✓	✓#					Hospitals
✓	✓	✓					Kennels, Catteries, and Stables
✓	✓	✓					Landfills (Limited)
✓	✓	✓**					Landfills (Intermediate)
✓	✓**						Landfills (Extensive)
✓	✓	✓					Manufacturing (Light Assembly)
✓	✓	✓					Manufacturing (Limited)
✓	✓	✓					Manufacturing (Intermediate)
✓	✓	✓					Manufacturing (Extensive)
✓	✓	✓					Marinas
✓	✓	✓				✓ .07 FAR	Medical Services
✓	✓						Military Installations
✓	✓	✓					Mining (Limited)
✓	✓	✓					Mining (Intermediate)
✓	✓	✓					Mining (Extensive)
✓	✓	✓	✓	✓	✓	✓	Mini-Parks
✓	✓	✓					Mini-Warehouses
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Mobile Homes
✓	✓	✓	✓			✓ 6 DU/acre	Mobile Home Parks
✓	✓	✓	✓	✓	✓	✓	Natural Reserves
✓	✓	✓	✓				Non-Assembly Cultural

Proposed Zoning

Current Zoning

A	C	L	RL6	RL5	RL4	LL & Max. Limits	ACTIVITIES
✓	✓	✓				✓ 12 Beds/acre	Nursing Homes
✓	✓	✓				✓ .03 FAR	Personal Convenience Services
✓	✓	✓				✓	Plant Nurseries
✓	✓	✓					Power Plants
✓	✓	✓				✓ .09 FAR	Professional Services
✓	✓	✓					Radioactive Materials Handling
✓	✓	✓					Railroad
✓	✓	✓					Recycling Centers
✓	✓	✓				✓ .09 FAR	Research Services
✓	✓	✓	✓	✓	✓	✓ 4 DU/acre	Residential Detached
✓	✓	✓	✓	✓		✓ 4 DU/acre	Residential Attached(2 Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Residential Attached(3 or more Dwelling Units)
✓	✓	✓	✓			✓ 6 DU/acre	Retirement Centers/Assisted Living
✓	✓	✓					Salvage/Wrecking Yard
✓	✓	✓					Scrap Operations
✓	✓	✓					Business Parks
✓	✓	✓					Shopping Centers
✓	✓	✓					Industrial Parks
✓	✓	✓					Towing and Impoundment Lot
✓	✓	✓					Trade Enterprises
✓	✓	✓					Transient Habitation
✓	✓	✓					Transport & Warehousing (Limited)
✓	✓	✓					Transport & Warehousing (Extensive)
✓	✓	✓					Transport Services
✓	✓	✓					Undertaking
✓	✓	✓	✓	✓	✓	✓	Utilities
✓	✓	✓					Vehicle Parking
✓	✓	✓				✓	Vehicle Repair
✓	✓	✓				✓ .03 FAR	Vehicle Sales
✓	✓	✓					Vehicle Servicing (Limited)
✓	✓	✓					Vehicle Servicing (Extensive)
✓	✓	✓					Veterinarian
✓	✓	✓					Zoos

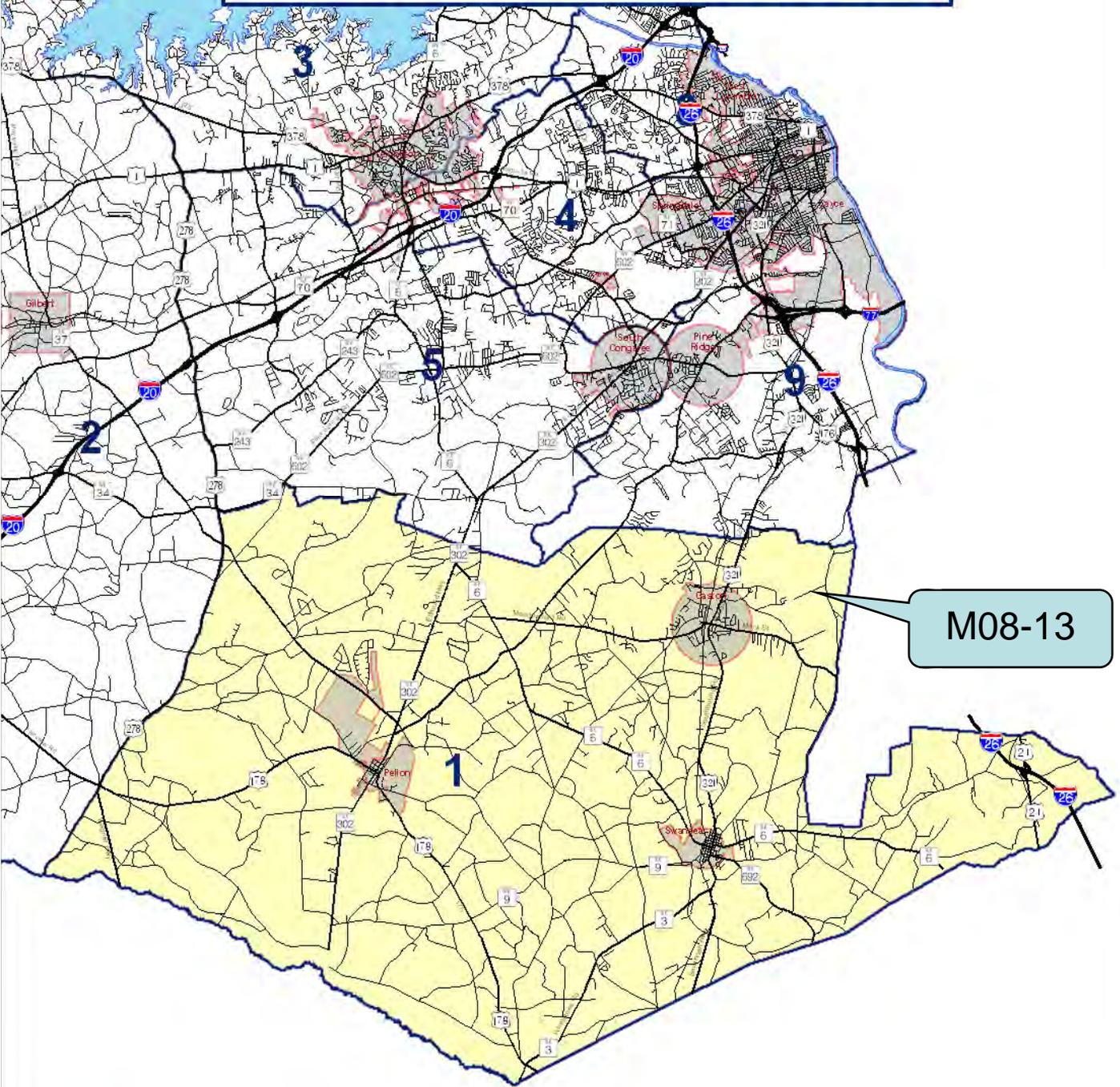
* Access by these classifications is allowed only if the Group Assembly (Limited) activity is a membership facility owned, operated, and used by the property owners in the surrounding residential area for which the facility is being established.

** Access by these classifications is allowed only if the street is paved.

Access by this classification is allowed only if the activity also has access to an Arterial or Collector Street.

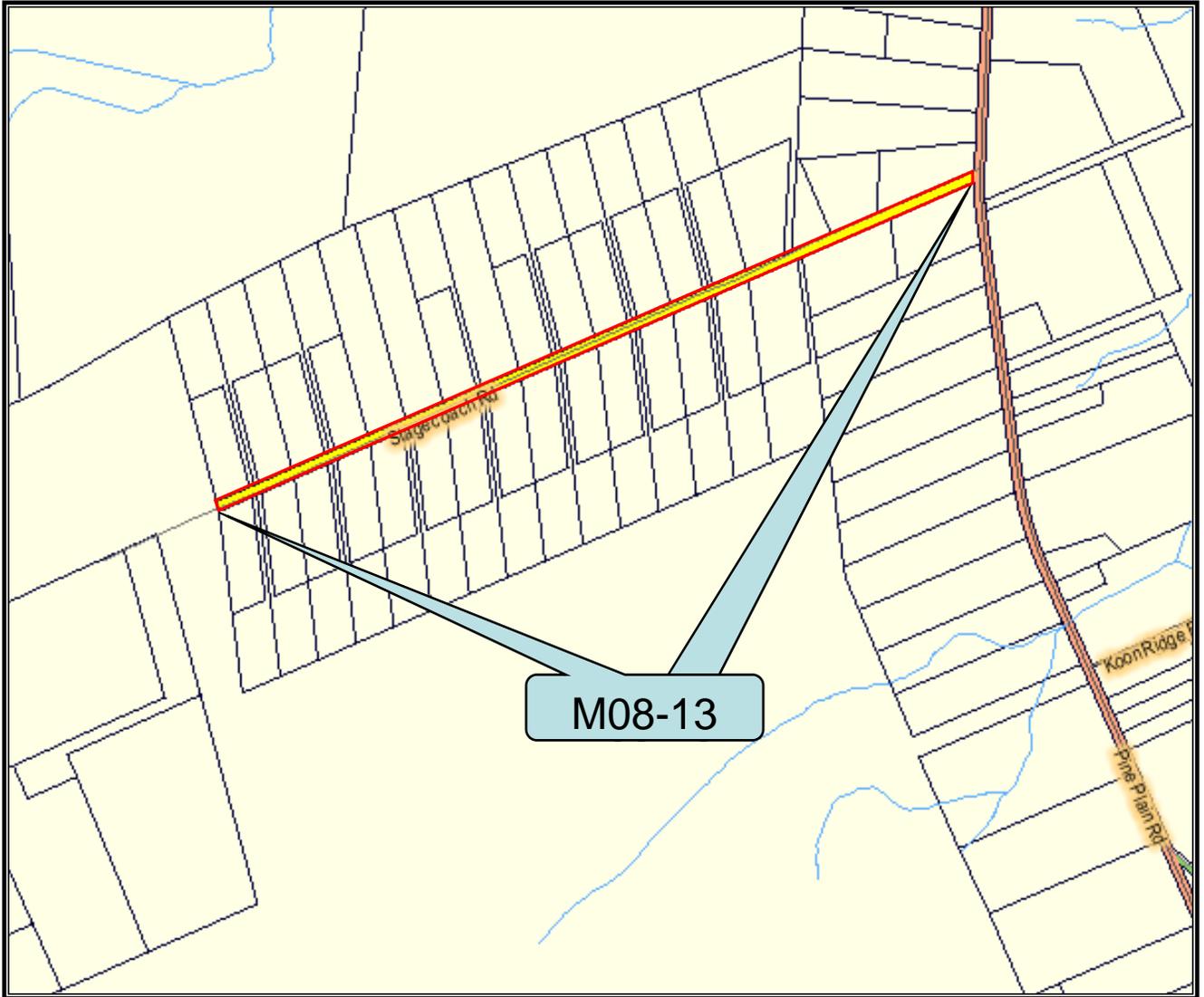
Access by this classification is allowed only if the Golf Course activity is a part of a planned development that includes residential development as a part of its design.

Lexington County Council District 1



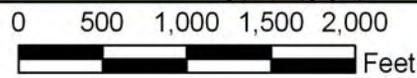
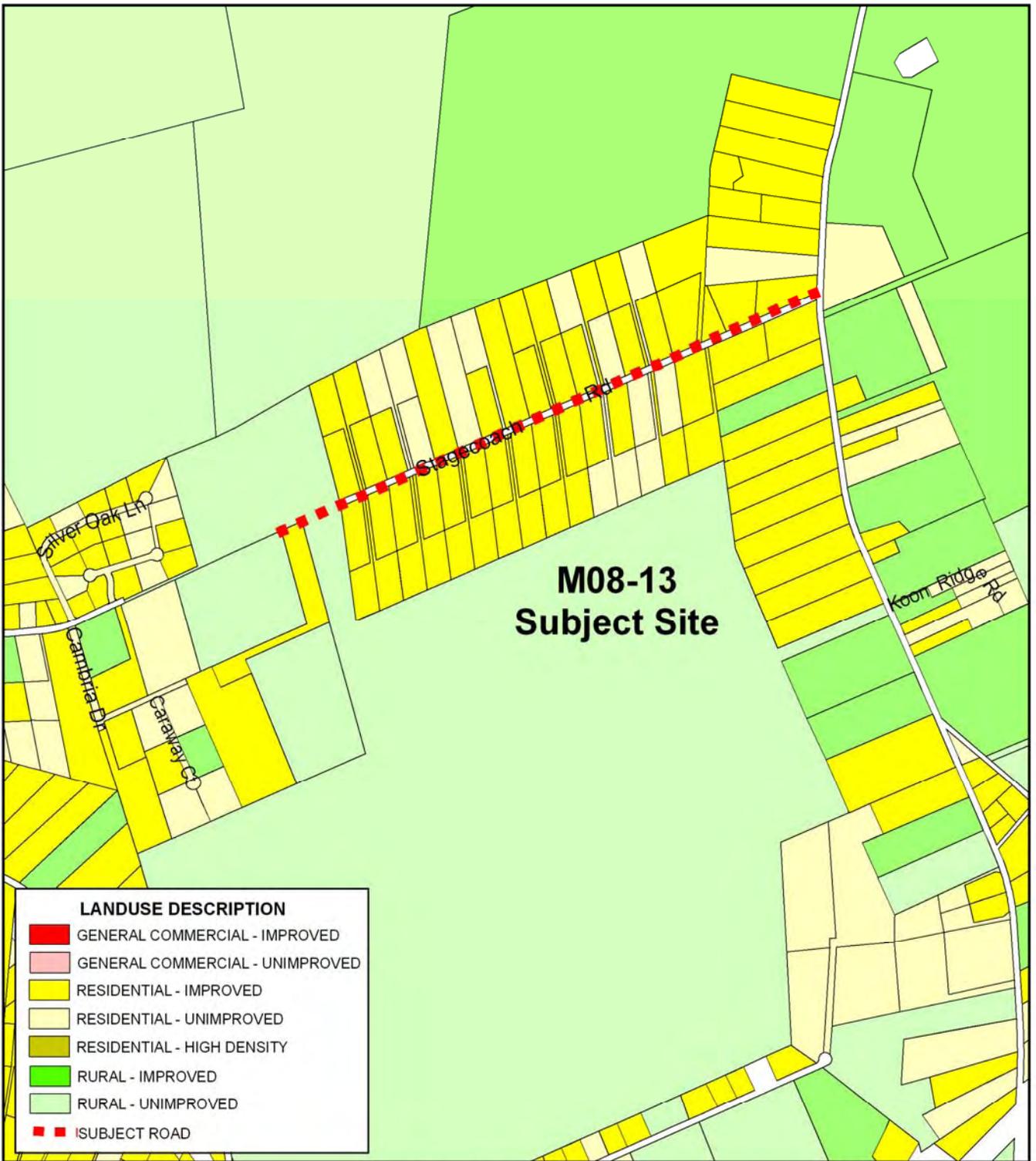
M08-13

Zoning Map Amendment Application M08-13



ZONING LEGEND

	I - Interstate		RL5 - Residential Local 5		ID - Intensive Development
	A - Arterial Road		RL6 - Residential Local 6		PD - Planned Development
	C - Collector Road		LC - Limited Commercial		R1 - Low Density Residential
	L - Local Road		C1 - Neighborhood Commercial		R2 - Medium Density Residential
	LL - Limited Local Road		C2 - General Commercial		R3 - High Density Residential
	RL4 - Residential Local 4		D - Development		RD - Restrictive Development



Existing Landuse Map Amendment # M08-13

Zoning Map Amendment Application M08-13

Stagecoach Rd



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

Zoning Map Amendment Application M08-13

Stagecoach Rd



NOTE: Parcel boundary lines are approximate and may appear distorted in an oblique view.

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-02

AN ORDINANCE APPROVING THE CONVEYANCE OF REAL ESTATE FROM THE COUNTY OF LEXINGTON TO JOHN J. MILLER.

WHEREAS, the County of Lexington (hereinafter “the County”) is the owner of the property located in the County of Lexington containing 1.14 acres and having the address of 145 Middlefield Road, Chapin, South Carolina; and

WHEREAS, the County no longer has a need for the subject property; and

WHEREAS, the County has received an offer from John J. Miller to purchase the subject property at fair market value; and

WHEREAS, the County of Lexington deems it to be in the public’s best interest to sell the subject property to John J. Miller;

NOW, THEREFORE, pursuant to the authority granted by South Carolina Code § 6-25-128, be it ordained and enacted by the Lexington County Council as follows:

Section 1. The Lexington County Council hereby approves the Contract of Sale attached hereto as Exhibit A and the conveyance of the property described therein to John J. Miller.

Section 2. The Chairman of the Lexington County Council is authorized and directed to execute and deliver a Deed and the Chairman or County Administrator is authorized to execute any other closing documents necessary to complete the sale of the property described in the Contract of Sale attached hereto as Exhibit A to John J. Miller.

Enacted this _____ day of _____, 2009.

Debra B. Summers, Chairman

ATTEST:

_____, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____

RECEIVED BY
PROCUREMENT SERVICES
2008 DEC 23 AM 11:00

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

CONTRACT OF SALE

AGREEMENT made this _____ day of _____, 2008, by and between **John J. Miller** (hereinafter referred to as "Purchaser") and **County of Lexington, South Carolina** (hereinafter referred to as "Seller"):

1. OFFER AND DESCRIPTION. Purchaser agrees to buy and Seller agrees to sell all that certain piece, parcel or lot of land, situated in the County of Lexington, State of South Carolina, more particularly described as follows:

That certain piece, parcel or lot of land, containing 1.14 acres, more or less, as shown on Plat prepared for County of Lexington by Don H. Rumbaugh, dated the ___ day of _____, 2008, a copy of which is attached hereto and made a part hereof. Said property being known as 145 Middlefield Road, Chapin, South Carolina. Seller specifically reserves a 24-foot wide storm drainage easement on the subject property as shown on the referenced Plat.

TMS # 000600-06-081

This sale is being made and the conveyance of title is to be made subject to all covenants of record including but not limited to easements and restrictions of record (provided such covenants do not make the title unmarketable) and to all applicable governmental statutes, ordinances, rules and regulations.

2. CONSIDERATION. The purchase price for the real property above described is Twenty Thousand One Hundred and no/100 (\$20,100.00) Dollars, payable at closing.

3. DATE OF CLOSING. The closing date for this transaction shall be within thirty (30) days from the date Seller obtains approval from the Lexington County Council to sell the subject property to the Purchaser.

4. OFFER TO PURCHASE TO REMAIN OPEN. The parties hereto agree that the offer to purchase the subject property shall remain open for a period of ninety (90) days following the execution of this Contract of Sale by the Purchaser in order to allow the Seller sufficient time to proceed with its legally required process of selling property. The Purchaser understands that the Seller must follow statutory procedures to approve and execute this Contract. Therefore, Purchaser shall not revoke this offer to purchase until Seller has had opportunity and time to follow this procedure, which shall be no later than sixty (60) days after execution by Purchaser.

5. CLOSING COSTS. It is understood and agreed that the Purchaser will pay for deed stamps and any and all other closing costs connected with the closing of this transaction.

6. CONDITION OF PROPERTY. Seller represents that it is not aware of and has not caused to be put any hazardous substances on or in the groundwater of the subject property. "Hazardous substances" is defined as any substances on the list of hazardous substances by DHEC. The property is sold in "as is" condition.

7. CONVEYANCE. The Seller agrees to convey by marketable title and deliver a proper limited warranty deed, free of encumbrances, except as stated herein, upon completion of this Contract. In the event marketable title cannot be given, Seller shall have no obligation to cure such defect, the Contract shall be voided, and Purchaser shall be refunded any earnest money paid. Purchaser shall be responsible for any costs that Purchaser may have incurred.

8. DEFAULT. In the event the Purchaser fails or defaults, then any sums paid by it under this Contract shall remain the property of the Seller, and Seller may pursue any

available legal remedies. In the event of default by Seller, Purchaser may pursue any remedy available at law or in equity except as otherwise provided herein in the event of a title defect.

In the event litigation is commenced to enforce any rights under this agreement or to pursue any other remedy available to either party, all reasonable legal expenses and other direct costs of litigation of the prevailing party shall be paid by the other party.

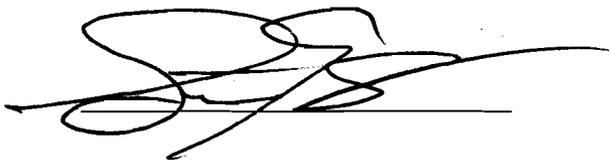
9. BROKERAGE COMMISSION. There are no brokers involved in this transaction.

10. SURVIVAL. The terms of this Contract shall survive the closing.

11. ENTIRE AGREEMENT. This agreement supersedes any and all understandings and agreements between the parties and constitutes the sole and entire agreement between the parties. No oral agreement or representations prior hereto shall be included herein unless set forth in writing. Any change to this Contract shall be in writing.

WITNESS the hands and seals of the Seller and Purchaser this _____ day of _____, 2008.

WITNESSES:



As to Purchaser

PURCHASER:


John J. Miller

SELLER:

County of Lexington, South Carolina

By: _____

Name: _____

Title: _____

As to Seller

COUNTY OF LEXINGTON, SOUTH CAROLINA

ORDINANCE NO. 09-03

AN ORDINANCE TO AMEND THE LEXINGTON COUNTY WRECKER AND TOWING SERVICES ORDINANCE.

WHEREAS, the County of Lexington currently has an extensive Ordinance regulating wrecker and towing Services for accidents and disabled vehicles; and

WHEREAS, it is the desire of County Council to simplify the Ordinance by deleting sections of the Ordinance that are more properly covered in the grant of a wrecker franchise and/or agreement with the wrecker services.

NOW THEREFORE, be it ordained and enacted by Lexington County Council that the Lexington County Wrecker and Towing Services Ordinance shall be amended as follows:

Section 1. Sections 70-36, 70-37, 70-38, 70-39, 70-40, 70-41, 70-43, 70-44, and 70-45, 70-46, 70-47, and 70-48 are hereby repealed.

Section 2. Section 70-42 is hereby re-numbered as 70-36 and shall read as follows: Approved applicants shall enter into agreements with the County executed by the Procurement Manager, subject to suspension or termination upon violations of any provisions of this Ordinance or any provision of the franchise and/or agreement with the wrecker and towing service.

Section 3. Section 70-32 is hereby amended by deleting the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 4. Section 70-33 is hereby amended to delete the words “the county dispatcher” and adding the words “county dispatch” in their place.

Section 5. Section 70-34 is hereby amended to delete the word “bridges” and adding the word “bridge” in its place; and delete the word “highways” and add the word “highway.”

Section 6. All remaining provisions of the Wrecker and Towing Services Ordinance shall remain as currently stated.

Section 7. The amendments to the subject Ordinance as set forth above are shown on the attachment hereto as Exhibit A and made a part hereof.

Section 8. The ordinance shall be effective upon its enactment.

Enacted this _____ day of _____, 2009.

Debra B. Summers
Chairman, Lexington County Council

ATTEST:

Diana Burnett, Clerk

First Reading: _____

Second Reading: _____

Public Hearing: _____

Third & Final Reading: _____

Filed w/Clerk of Court: _____