

**SOLICITATION FOR
UNION COUNTY
ROAD RESURFACING**



BID DOCUMENT

July, 2019

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COUNTY OF UNION

INVITATION FOR BIDS

Union County, SC is now accepting bids for the resurfacing roads and streets with varying widths throughout the County under its CTC resurfacing program over the next two years and also include other resurfacing projects such as parking lots as funding is obtained . It is anticipated that up to two million dollars will be available for resurfacing projects during 2019 and 2020, however, future funds cannot be guaranteed. This project is subject to the conditions, provisions and specifications as outlined in the complete Bid Document and attachments. Sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The county assumes no responsibility for delivery of bids which are mailed.

July 17, 2019

OPENING DATE AND TIME: **August 8, 2019 @ 3:00 PM**

OPENING LOCATION: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

MAILING ADDRESS: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

All bids must be time stamped at the above referenced Mailing Address at or before 3:00 PM on August 8, 2019.

IT IS REQUIRED THAT THE BID NUMBER ABOVE MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE. ANY ENVELOPE THAT DOES NOT SHOW BID NUMBER WILL BE RETURNED TO THE VENDOR

A MANDATORY Pre-Bid Meeting will be held at 3:00 PM, Monday, July 29, 2019 at the Union County Administrative Building, Suite B, located at 1246 South Duncan Bypass, Union, SC 29379.

A copy of the complete Bid Package and Attachments will available in the Procurement Section of the Union County website <http://countyofunion.org/>.

DIRECT ALL INQUIRES TO: jbrannon@countyofunion.com
Jerry A. Brannon, Sr., County Engineer
1246, Suite B, S. Duncan By-Pass, Union, SC 29379
Ph: (864) 426-4022 / Fax: (864) 429-1603

NOTICE TO BIDDERS:

Deadline for questions is August 1, 2019 at 5:00 p.m.

BOND REQUIREMENTS

1. **BID BOND:** Each offeror shall submit with his Bid a Bid Bond with a good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

CERTIFIED CHECKS: If a certified check is submitted in lieu of a Bid bond, it will be made payable to the Union County Treasurer's Office, in the amount of 5% of the total Bid amount.

Bid Bonds/Certified Checks will be returned to the unsuccessful offerors after award and will be returned to the successful offeror after acceptance of the final contract by the offeror.

2. **PERFORMANCE AND PAYMENT SURETY:** The successful contractor shall pay the cost and furnish within ten days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment Bond, Certificate of Deposit, Cashier's Check or irrevocable letter of credit. The Surety shall be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded.

OPTION 1: PERFORMANCE BOND: Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the contract price. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

OPTION 2: A CERTIFIED CHECK: Equal to 100% of the contract amount to be retained by Union County until satisfactory completion of the contract.

OPTION 3: IRREVOCABLE LETTER OF CREDIT: Shall be issued by a Financial Institution insured by the FDIC or FSLIC in the amount of 100% of contract amount.

FAILURE TO SUBMIT A PROPER AND CORRECT BID GUARANTEE WILL RESULT IN THE REJECTION OF YOUR BID.

INSTRUCTIONS TO BIDDERS

1. Only one copy of Bid Form is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to insure that these documents are received by the Union County Supervisor at the time indicated in the bid document.
3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Union County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
7. This solicitation does not commit the County of Union to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
8. **CORRECTION OF ERRORS ON THE BID FORM:** All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
9. **NOTIFICATION:** In order to receive a copy of the bid tabulation, you must enclose a self addressed stamped envelope. Bid Tabulation, will be posted on the Union County web site at www.countyofunion.org.
10. **RIGHT TO PROTEST:** Any prospective bidder, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest in writing to the County Engineer within ten (10) calendar days of the date of issuance of the Invitation to Bid, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest in writing to the County Engineer within ten (10) calendar days of the notification of intent to award or statement of award.
11. **Protest Procedure:** A protest shall be in writing, submitted to the County Engineer, and shall set forth the specific grounds of the protest with enough particularity to give notice of the issues to be decided.
12. **Definitions:** For the purpose of this contract, the following definitions shall apply:
 - a. **OWNER** – refers generally to the County of Union and more specifically to the Union County Department of Public Works.
 - b. **ENGINEER** - refers to the Union County Department of Public Works or its designee
 - c. **CONTRACTOR** – The person, firm, or corporation with whom the owner has entered into a contract.

GENERAL PROVISIONS

1. The County of Union reserves the right to reject any and all bids, to cancel a solicitation, and to waive any technicality if deemed to be in the best interest of the county.
2. Unit prices will govern over extended prices unless otherwise stated in this bid invitation.
3. **PROHIBITION OF GRATUITIES:** Amended section 8-13-700 and 705 of the 1976 Code of Laws of South Carolina states: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion or judgment shall be subject to the punishment as provided by Section 16-9- 210 and Section 16-9-220."
4. **BIDDERS QUALIFICATIONS:** Consideration will be given only to the contractors who can produce conclusive evidence that they can meet the following requirements:
 - 4.1 Adequate capital and credit rating sufficient to complete all operations under this contract in a satisfactory manner.
 - 4.2 An efficient office force with satisfactory record in expediting delivery of materials to field force, and capable of fulfilling proper liaison service with mechanical trade.
 - 4.3 An adequate and efficient field force with extensive knowledge of all types of work involved under this contract.
 - 4.4 A record of amicable relations with labor.
 - 4.5 An adequate supply of applicable equipment in good operating condition to fulfill the contract.
5. **LICENSES, PERMITS, INSURANCE & TAXES:** All costs for required licenses, permits, insurances and taxes shall be borne by the Contractor.
6. **INSURANCE:**
 - 6.1 The amount and types of insurance required should be reasonably commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the Contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

SCHEDULE

LIMIT

WORKERS COMPENSATION

As required by the State of South Carolina.

Statutory

COMPREHENSIVE GENERAL LIABILITY

Premises Operations

\$1,000,000

(per occurrence)

Single Limit

Contractual Liability

Independent Contractors

Personal Injury

Products - Completed Operations

AUTOMOBILE LIABILITY

All Owned, Non-Owned, and Hired

\$600,000 Combined
(per occurrence or tort claim liability,
whichever is greater)

- 6.2 The Contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the Contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Union. The County of Union, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Union, its officials, employees or volunteers. To accomplish this objective, the County of Union shall be named as an additional insured under the Contractor's insurance as outlined above.
- 6.3 The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 6.4 Contractors insurance coverage shall be primary insurance as respects the County of Union, it officials, employees and volunteers. Any insurance or self-insurance maintained by the County of Union shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement:
- Other Insurance:* This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.
- 6.5 Each insurance required by the County of Union shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Union.
- 6.6 Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.
- 6.7 All certificates and endorsements must be received and approved by the County of Union within ten (10) days after notification of award.
- 6.8 The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
7. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
8. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bid. The award can be made to one or a multiple of contractors; whichever is in the best interest of the county, or unless otherwise stated on bidders schedule.
- 8.1 All things considered equal, tied bids will be resolved by the flip of the coin, or to the Union County contractor, whichever the case may be.

9. **WAIVER:** The County reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions, or specifications deviation if deemed to be in the best interest of the county.
10. **COMPETITION:** This solicitation is intended to promote competition. If any language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested contractor to notify the County Engineer in writing within five (5) days prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to the award.
11. **REJECTION:** Union County reserves the right to reject any bid that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids or ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the county.
12. **WORK HOURS:**
 - 12.1 The normal working hours per day will be limited from 7 AM to 5 PM Monday through Friday provided sufficient daylight is available unless prior written permission is obtained from the County Engineer.
 - 12.2 The Contractor shall not perform work on Sunday or Holidays unless prior written permission is obtained from the County Engineer.
 - 12.3 The following days are recognized as holidays by the owner:
 - New Years Day
 - Martin Luther King Day
 - Presidents Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Day after Thanksgiving
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - 12.4 When such recognized holidays fall on a Saturday or Sunday, the Owner may at its discretion, declare the preceding Friday or following Monday as a holiday. In the event that the Governor of the State/Board of County Commissioners shall declare any day or days preceding or following a holiday as a holiday, the Owner may, at its discretion, also declare such day or days as holidays.

BIDS WILL NOT BE CONSIDERED FROM ANY VENDOR THAT OWES DELINQUENT BUSINESS PROPERTY TAXES TO THE COUNTY OF UNION.

GENERAL CONDITIONS

1. **DEFAULT:** In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
2. **NON-APPROPRIATION:** Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
3. **INDEMNIFICATION:** The contractor agrees to indemnify and save harmless the County of Union and all County officers, agents and employees from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the county or failure of the county to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
4. **CONTRACT ADMINISTRATION:** Questions or problems arising after award of this contract shall be directed to the County Engineer. Copies of all correspondence concerning this contract shall be sent to the County Engineer, Supervisor's Office, 210 West Main Street, Union, SC 29379. All change orders must be authorized in writing by the County Engineer. Union County shall not be bound to any change in the original contract unless approved in writing by the County Engineer.
5. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the User. The contractor shall not have the right to include the county's name in its published list of customers without prior approval of the county. With regard to news releases, only the name of the County, type and duration of contract may be used and then only with prior approval of the county. The contractor also agrees not to publish, or cite in any form, any comments or quotes from the County Staff unless it is a direct quote from the Public Information Officer.
6. **QUALITY OF PRODUCT:** Unless otherwise indicated in this bid it is understood and agreed that any items offered or shipped on this bid shall be new and in first class condition unless otherwise indicated herein.
7. **S.C. LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **ASSIGNMENT:** No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County Engineer.
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
10. **BIDDING CONDITION OF PRICE:** All bid prices submitted shall remain effective for a minimum period of 90 days, or until evaluation of bids is complete and award is made. Thereafter, the contract prices shall remain effective for the term of the contract.
11. **S.C. SALES TAX:** All bids shall include sales tax in bid price unless otherwise noted. ***By submission of a signed bid, you are certifying, under penalties of perjury, that you comply with Title 12, Chapter 36, Article 1 of the SC Code of Laws relating to payment of any applicable taxes. This will certify to the County your compliance.***

12. Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or by writing to the South Carolina Department of Revenue, Registration Unit, Columbia, South Carolina 29214-0140.
13. **PAYMENT TERMS:** Payment will be made within thirty (30) days after acceptance of payment request. Application for payment shall reflect services completed through the last day of the month. **There will be no exceptions to these payment terms unless approval is obtained in writing from the County Engineer prior to bid opening date.**
14. **BID REQUIREMENTS:** Bid requirements on the equipment specified are not intended to be restrictive to potential bidders, but indicate the required features for satisfactory performance. Union County will determine if minor deviations from these features are acceptable.
15. **DEVIATIONS FROM SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s). The listing of deviations, if any, is required but will not be construed as waiving any requirements of the specifications. Deviations found in the evaluation of the bid and not listed may be cause for rejection. Bidders offering substitute or equal items must provide information sufficient enough to determine acceptability of item offered.
16. **CONTRACT:** This bid and submitted documents, when properly accepted by Union County along with a written purchase order, shall constitute a contract equally binding between the successful offeror, and Union County. No different or additional terms will become a part of this contract with the exception of a Change Order.
17. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the County Engineer.
18. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing and issued by the County Engineer of Union County. Union County shall not be legally bound by any amendment or interpretation that is not in writing.
19. **BID EVALUATION:** Bids received will be evaluated by the County Engineer or designee. However, based on bid total, final decision for bid award may rest with the Union County Council.

Factors to be considered during the evaluation process include, but are not limited to:
 - a. Cost.
 - b. Reputation and dependability of the contractor.
 - c. Past Performance on Previous County Contracts.
20. **ARBITRATION:** Under no circumstances and with no exception will Union County act as arbitrator between the Contractor and any subcontractor.
21. **DELIVERY:** Union County requires that delivery be made to specified destination within the shortest time frame possible. Delivery shall arrive between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, provided that such day is not a legal holiday. The current purchase order number must be indicated on all delivery tickets.
22. **"OR APPROVED EQUAL":** Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner, based on price, quality, service, availability and other relative factors. Bidders should indicate brand name, model, model number, size, type, weight, color, etc., of the item bid, if not exactly the same as the item specified. Vendor's stock number or catalog number is not sufficient to meet this requirement. If any bidder desires to furnish

an item different from the specifications, vendor should submit along with the bid, the information, data, pictures, designs, cuts, etc., of the material they plan to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon, and receive items as specified if the submitted items do not meet the Owner's standards for acceptance.

23. ALTERNATE BIDS: Bidders wishing to submit an alternate for consideration that does not meet the county specifications (or approved deviations), must submit their proposal as an alternate bid.
24. DRUG-FREE WORKPLACE: By submittal of this bid, you are certifying that you will comply with Title 44, Code of Laws of South Carolina, 1976, Section 44-107-30.
25. "ILLEGAL IMMIGRATION & PUBLIC CONTRACTS: In accordance with the South Carolina Illegal Immigration Reform Act, [2008, Act No. 280](#). Section 3 of this Act added to [Chapter 14 to Title 8](#) of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act."
26. ESTIMATED QUANTITIES:
 - A. The Owner has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the project. Within fifteen (15) calendar days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall imply the Contractor's acceptance of the quantities.
 - B. In addition, it will be the Contractor's responsibility during construction to inform the Engineer when any item of work (excluding lump sum items) is within 90% of the total contract quantities.
 - C. To affect substitution or alternative work operation, a "no cost" or "cost" change order signed by the contractor must be submitted to the County Engineer for approval. No work shall be performed prior to approval of such change order.
 - D. Contractor will be paid for actual quantities completed and or used for all unit price bid quantities.
 - E. Because of the nature and conditions existing on roads, more or less work and quantities may be necessary to achieve desired results, Therefore, at the direction of the County Engineer, the **County reserves the right to add or delete roads or adjust quantities** on roads based upon actual quantities used up to the total currently approved budget. The bid price should be the amount Contractor bids that will complete all roads on the list provided in this Bid Document if budget permits. Should a change result in exceeding the total bid amount, the County will notify the Contractor in writing to exceed the total amount of bid price.

27. CONTINGENT ITEMS: (Not Included in this Bid)

- A. Construction Item(s) identified as being contingent on the "Summary of Quantity" sheets of the plans, in the column headed "Contingent" and/or listed in the "Bid Form" are provided in the Contract for use as directed by the Engineer and shall be included as part of the total contract bid unless otherwise specified. The quantities for these items are established for the purpose of obtaining a bid price and are not included as part of the base bid for awarding the contract. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against the Owner for any adjustment to the Contract unit price bid should the contingent items be increased, decreased or eliminated entirely.
- B. Payment for any contingent items used will be made on the basis of the quantities as actually measured. Materials, Construction Requirements, and Basis of Payment shall be as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions.

28. ABATEMENT OF WATER POLLUTION BY SEDIMENTATION: The Contractor's attention is specifically directed to the fact that it is of the utmost importance during the life of this contract that control of water pollution due to sedimentation be accomplished as shown on the engineering drawings. The restrictions contained therein shall be strictly enforced and the Contractor is cautioned, therefore, to make every effort possible to comply with these regulations, and shall conduct his operations in such a manner as to keep to an absolute minimum the amount of sedimentation introduced in to any stream or watercourse.

30. CONTRACTORS OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the Plans and Plan Drawings covered by this contract and any and all supplemental Plans and Drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. It shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

31. SUPERINTENDENCE BY CONTRACTOR: At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer.

32. ENGINEER AUTHORITY: The Engineer shall give all orders and directions contemplated under this Contract and Specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract or Specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under Contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the Specifications and any Plan or Drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Engineer.

33. INSPECTION AND INSPECTOR AUTHORITY: The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices materials and other relevant data and records.

- A. Engineer shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or part and to the preparation or manufacture of the materials to be used. An inspector or inspectors will be stationed on the work report to the Engineer as to the progress of the work and the manner in which it is being performed;

also to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor any such failure and other default, but no inspection nor any failure to inspect, at any time or place, however, shall relieve the Contractor from any obligation to perform all of the work strictly in accordance with the requirements of the Specifications. In case of dispute arising between the contractor and any inspector as to the materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer.

B. The inspectors shall perform such other duties as are assigned to them. They shall not be authorized to revoke, alter, enlarge, or release any requirements of these Specifications, not to approve or accept any portion of work, not to issue instructions contrary to the Plans and Specifications. Inspectors shall in no case act as foremen to perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as binding the Engineer or the Owner in any way, nor releasing the Contractor from fulfillment of the terms of the Contract.

34. USE OF PREMISES AND REMOVAL OF DEBRIS: The Contractor expressly undertakes at its own expense:
- A. To take every precaution against injuries to persons or damage to property.
 - B. To store its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors.
 - C. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work. To clean up frequently all refuse, rubbish, scrap materials, and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance.
 - D. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
 - E. To affect all cutting, fitting or patching of its work required to same to conform to the Plans and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
35. PUBLIC CONVENIENCE AND SAFETY: In addition to the requirements of SCDOT Standard Specifications for Highway Construction, add the following provisions:
- A. Dust control by sprinkling or the use of chemicals shall be performed by the Contractor to the satisfaction of the Engineer. The chemical used by the Contractor must be approved by the Engineer prior to use.
 - B. The condition of the work at all times shall be such that sudden storms or prolonged rainfall will not cause such damage to property in the vicinity of the work that could in any way be attributed to the performance of the work.
 - C. If, in the opinion of the Engineer, the public has been inconvenienced to a great extent, or that certain conditions provide a threat to public safety, or that work performed by the Contractor has caused damage to property in the area of the work, which has not been remedied quickly and satisfactorily, the Engineer shall have the authority to order all operations to cease until such time as such conditions are remedied to his satisfaction, and any delay caused thereby shall not be considered just cause for any extension of time in completion of the Contract. Upon refusal of the Contractor to promptly comply with this requirement, the Engineer shall have the right to perform such work as may be required.
 - D. In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its subcontractors to so protect its work, such materials shall be removed and replaced at the expense of the Contractor.
36. SUSPENSION OF WORK: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of

the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

37. **CORRECTION OF WORK:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used.

Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist shall be removed and replaced by work and materials which shall conform to the Specifications or shall be remedied otherwise in an acceptable manner authorized by the Engineer.

Upon failure on the part of the Contractor to comply promptly with any order of the Engineer, made under the provisions of these General Provisions, the Engineer shall have authority to cause defective work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs from any monies due or to become due the Contractor under this Contract.

38. **PAYMENT TO CONTRACTOR:** The Owner shall make a Progress Payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under the Contract. To insure proper performance of the Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by the Contract.

The Contractor shall submit a pencil copy of a weekly estimate to the Engineer (on-site) for review and approval. The hard copies shall be submitted to the Project Manager, Union County Engineering Department, along with all necessary attachments supporting his claim.

The Owner reserves the right to withhold all or any part thereof of monies due, if in the opinion of the Owner, the completed work is found not to be in conformance with the Plans and Specifications, defective and/or damaged by negligence by the Contractor and/or his employees. This above shall also apply to previously approved work by the Inspector which may require correction/replacement or become defective due to negligence and/or workmanship by the Contractor. This shall also include unsatisfactory prosecution of the work, failure to furnish required submittals, and/or unapproved testing procedures.

In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.

All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require fulfillment of all the terms of the Contract.

The Contractor agrees that it will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have to be paid, discharged, or waived. If the Contractor fails to do so, then the Owner may, after having served written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be constructed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contract, and any payment so made by the Owner, shall be considered as a payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

COUNTY OF UNION

BIDDERS SCHEDULE

BID NUMBER: PW-19-06-101

DATE: July 17, 2019

OPENING DATE AND TIME: August 8, 2019 @ 3:00 PM

OPENING LOCATION: County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

PRE-BID MEETING: A Mandatory Pre-Bid Meeting will be held at **3:00 PM, Monday, July 29, 2019** at the County Engineering Office, 1246 S. Duncan By-Pass, Suite B, Union, SC 29379.

PROCUREMENT: **Resurfacing Roads, Street, Parking Lot and Other Paving needs in Union County, SC:** Provide all materials, equipment, and labor for the resurfacing of roads with varying widths and depth under our annual allocation of CTC funds in accordance with the specifications, conditions, and provisions as provided herein. Also, several County parking lots will need to be resurfaced during the term of this contract as funding is acquired. They will be paved as separate items under the same contract awarded for road and street resurfacing. It is anticipated that up to Two Million Dollars (\$2,000,000) CTC funds for road and street resurfacing will be available through December 31, 2020.

AWARD: The total base bid for the “2019 Union County Road Paving List” included this Bid Document will be used as a basis for evaluation of the bids and award of the contract. If the award of a contract is made, it will be to the lowest, responsive, responsible Bidder within the specified time for bids to remain irrevocable. The Unit Prices submitted on the bid form for this initial list of roads will be the basis for additional roads and for parking lots added to this contract at future dates. Each parking lot or non scheduled paving project will be allowed a mobilization fee that is bid on the initial bid form. A 2020 Union County Road Paving List will be issued after completion of the initial road list as soon as possible in 2020 and before June 15, 2020. The contract awarded for this project will end June 30, 2021 but may be extended for another one year term if mutually agreed upon by both parties.

TIME OF COMPLETION: The successful bidder shall commence work within ten (10) calendar days of receipt of written “Notice to Proceed” by the Owner and fully execute and complete the roads and streets on the initial paving list submitted with this Bid Document within One Hundred Fifty (150) consecutive calendar days thereafter. Due to weather or other unforeseen circumstances, the time of completion of this contract may be extended with the mutual agreement of both parties.

MBE/WBE: The contract is subject to all state and federal laws regarding Minority and/or Women Business Enterprises. Such business, organizations, and individuals owning and controlling same shall hereinafter be referred to as “MBE/WBE”. The overall goal for participation for this contract is at least 5% of the contract bid price for MBE/WBE. The successful bidder must demonstrate their attempt to meet this goal and provide verification if the goal cannot be met. The successful bidder must also provide the names of all MBE/WBE's used on the project along with the associated dollar amount and Item #. **Names of certified MBEs and WBEs can be found on SCDOT’s website.**

WARRANTY:

The contractor shall provide a 1 year warranty for workmanship and materials for all work associated with the project. The warranty period begins after acceptance of the County for each list of roads or other paving project. The contractor will be provided a final acceptance letter by the Union County Engineer.

BID FORM FOR: Union County Road Resurfacing

ITEM NO.	ITEM	QTY	Unit	Unit Cost	Total Cost
1031000	MOBILIZATION (For CTC road list)	1	LS		
103100 A	MOBILIZATION (For Each Parking Lot)	1	LS		
4012060	FULL DEPTH PATCHING (6")	500	SY		
4013200	MILLING EXISTING ASPHALT PAVEMENT 1.5"	6,600	SY		
6041015	8" WHITE SOLID LINES (CROSSWALKS) THERMO - 90 MIL	1,600	LF		
604X1XX	4" YELLOW SOLID LINES (DOUBLE CENTERLINE) THERMO - 90 MIL	3,050	LF		
6041045	RAILROAD CROSSING SYMBOLS THERMO - 125 MIL	2	EA		
6040025	24" WHITE SOLID LINES (STOP LINES) THERMO - 125 MIL	240	LF		
4030340	H/M ASPHALT SURFACE T-C	11,870	TON		
8001XXX	CLIP SHOULDERS	10,000	LF		
BASE BID TOTAL					

BASE BID TOTAL = \$ _____

In Words: _____

CONTINGENT ITEMS					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
305XXXX	MAINTENANCE STONE (CR-14)	100	TON		
800XXXX	RE-SHAPE DITCHES	2,000	LF		
3100XXX	HOT MIX ASPHALT BASE COURSE – TYPE A	100	TON		
	CONTINGENT ITEMS TOTAL				

CONTINGENT ITEMS BID TOTAL = \$ _____

In Words: _____

BASE BID AND CONTINGENT ITEMS BID TOTAL = \$ _____

In Words: _____

**** List of Subcontractor and DBE Committal Sheet must accompany Bid Form. These forms are located as shown in the table of contents.**

BID NUMBER: PW-19-6-101

DATE: July 17, 2019

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached bid and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid. I further certify that this bid is good for a period of ninety (90) days, unless otherwise stated.

Company Name as registered

Authorized Signature with the IRS

Correspondence Address

Printed Name

City, State, Zip

Title

Date

Telephone Number Fax Number

CONTRACTOR'S LICENSE # _____

Remittance Address

City, State, Zip

Telephone Number

Toll-Free Number if available

Federal Tax ID Number

SC Sales and Use Tax Number

Rev 05/11/19

DOES YOUR FIRM OWE THE COUNTY OF UNION ANY DELINQUENT BUSINESS PROPERTY TAXES ?

___ YES/___ NO

TO: JERRY BRANNON, COUNTY ENGINEER

FAX: 864-429-1603 or Email your questions to jbrannon@countyofunion.com

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS

BID NO. PW-19-07-101

RESURFACING VARIOUS UNION COUNTY ROADS

Deadline for submitting questions is **August 1, 2019 @ 5:00 PM**

OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

COUNTY OF UNION
Procurement Services,
SPECIAL PROVISIONS
FOR
Union County Road Resurfacing

.....

THE PROJECT

The Union County Department of Public Works is seeking competitive bids from qualified contractors for the purpose of resurfacing various roads and streets within Union County, SC. It also intended that the contract will be used to address all of Union County’s hot mix asphalt needs during the life of the contract. A list of roads, containing length, width and approximate depth of paving with estimated quantities has been provided as an attachment to this document. Due to a finite budget, and the uncertainty of actual bid amount, the County may add or delete roads in their entirety or adjust either, the length, width and/ or depth to meet budgetary limits. Decisions may be made during construction to change depths of asphalt, alter widths or add extra base as the situation dictates. Described herein are the Standard Specifications that detail specific items of work.

Note 1: At the time of the bid opening, Union County will have approximately One Million Dollars (\$1,000,000.00) available for the initial list of roads provided with this Bid Document. Additional funds are expected in 2020 to resurface more streets and roads within the county. Also funds are expected to be available to resurface several parking lots within the time limits of the contract awarded for this project.

Note 2: The attached list of roads includes several City of Union Streets. Main Street in the City of Union will require milling and pavement markings. All other roads on this project will require asphalt paving only. Any additional pavement markings will be determined on a case by case basis.

Note 3: It intended that Union County Public Works will prepare all roads for resurfacing; however, unit prices for graded aggregate base course and full depth patching were included in the “Estimated Quantities” section of the bid package bid to establish bid prices in case it becomes necessary to have the successful contractor provide some of these quantities. At this time, the contractor will be expected to perform Full Depth Patching on Main Street and Lovers Lane. Additional FDP will be decided by County and contractor as work progresses. It may be necessary for the contractor to clip shoulders edges to remove any buildup of soil or vegetation prior to paving. “Estimated Quantities” are also provided to establish a bid price. This determination will be made in the field as work progresses.

Note 4: All pavements to be resurfaced will be cleaned and free of dust and dirt by using power broom and/or blower. Contractor must insure an even coat of tack is placed upon the pavement surface prior to installing resurfacing material

Note 5: If a change in Quantities is warranted during construction, it shall be requested and approved in accordance with the “Estimated Quantities” provision as stated in the General Conditions.

Note 6: All work done by the Contractor must be in accordance with the South Carolina Department of Transportation 2007 Standard Specification for Highway Construction unless otherwise instructed by Union County Department of Public Works and be warranted for a period of 1-year from acceptance of completion against any defect, failure, etc. caused by the materials, workmanship, etc.

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Item No. 1031000 – MOBILIZATION

- .01 DESCRIPTION:** This work shall consist of Mobilization as described within Section 103.10 of the SCDOT 2007 Standard Specifications for Highway Construction.
- .05 MEASUREMENT AND PAYMENT:** Mobilization will be paid for as described in Section 103.11 of the 2007 Standard Specifications for Highway Construction.

Item No. 1071000 – TRAFFIC CONTROL

- .01 DESCRIPTION:** This work shall consist of all labor and material necessary to maintain traffic, both vehicular and pedestrian, on, along, or through the work area. This item sets forth the traffic control requirements necessary for the safe and continuous maintenance of traffic throughout the area affected by the work.
- .02 MATERIALS:** All materials shall be in accordance with Section 600 of the SCDOT 2007 Standard Specifications for Highway Construction.
- .03 EQUIPMENT:** None specified,
- .04 CONSTRUCTION:** A predetermined Traffic Control Plan (TCP) will **not** be required as all traffic control will be **temporary and of short duration**.
 - A.** All traffic control devices and methods used shall conform to the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
 - B.** Contractor to provide sufficient number of flagmen and take all necessary precautions for the protection of the work area and safety of the public. When not in visual contact, flaggers shall be equipped with two-way radios to facilitate the safe flow of traffic through the construction zone.
 - C.** Signs shall be new or in like-new condition. Signs that become faded, illegible, or damaged shall be replaced as directed by the Engineer.
 - D.** On projects where traffic is to be maintained through the work area, the Contractor shall maintain one (1) lane traffic during work hours and two (2) lanes during non-work hours. There will be no lane closures allowed from 7:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 5:00 p.m. unless otherwise directed by the Engineer.
 - E.** Traffic control devices shall be erected prior to the commencement of the paving operation and shall be maintained at each paving location until operations are complete.
 - F.** Weeds, shrubbery, construction equipment or material, spoil, etc., shall not be allowed to obscure any traffic control device.
 - G.** All personnel on the project site shall comply with Federal OSHA regulations. At a minimum, all personnel shall wear reflective safety vests within the work zone.
- .05 MEASUREMENT AND PAYMENT:** Traffic Control will **NOT** be a pay item and will be treated as be **incidental** to the project. The cost of traffic control will be absorbed into other unit prices.

Item No. 4012060 - FULL DEPTH PATCHING (6' UNIFORM)

- .01 DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment and services necessary and incidental for repairing asphalt pavements by removing all of the existing pavement and replacing the removed material with hot mix asphalt. This item shall be used at locations and to the limits as marked in the field, listed herein and/or as directed by the Engineer. Refer to standard detail plate for Full Depth Patching located herein.

- .02 MATERIALS:** HMA Intermediate Course (Type C). Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.2 and 402.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.4 in its entirety and the following.
 - A. A pre-patch meeting with the Paving Foreman and Engineer shall be held to select the limits of patching prior to the start of work.
 - B. No patches shall be left unfinished at the end of the work day, without approval by the Engineer.
- .05 MEASUREMENT AND PAYMENT:** Full Depth Asphalt Patch will be measured and paid for at the Contract unit price bid per SY. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing and incidentals necessary to complete the work. Patches constructed outside the limits agreed to with the Engineer will not be paid for.

Item No. 4013200 – MILL EXISTING ASPHALT PAVEMENT 1.5”

- .01 DESCRIPTION:** This section shall consist of all labor, supervision, material, equipment, and services necessary for the operation of milling existing asphalt pavements. This operation is performed to provide or restore the appropriate cross-slope to the pavement between the existing and proposed pavement as directed by the county engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.3.14 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** The quantity for Milling Existing Asphalt Pavement is surface area of asphalt pavement milled to the required depth and is measured by the square yard (SY), complete in-place, and accepted. The measurement is made on the surface of the road or area designated for milling, or as directed by the county engineer. Payment is full compensation for milling the existing asphalt pavement as specified or directed and includes cleaning, removing, and disposing of debris from the milling work, and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to fulfill the requirements of the pay item in accordance with the Plans, the Specifications and other terms of the Contract.

Item No. 6041015 – 8” THERMOPLASTIC PAINT (WHITE) – 90 MIL.

Item No. 604X1XX – 4” THERMOPLASTIC PAINT (Yellow) – 90 MIL.

Item No. 6041015 – RAILROAD CROSSING SYMBOL - THERMOPLASTIC PAINT (WHITE) – 90 MIL.

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 4” & 8” Yellow or White permanent thermoplastic pavement marking lines. Locations of lines to be placed will be installed in same position as lines remove and/or as directed by the Engineer. Layout will be according to SCDOT Standard Drawings. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work.

- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.4 in its entirety. See SCDOT Standard Drawing 625-415-00 for Railroad Crossing Symbol placement.
- .05 MEASUREMENT AND PAYMENT:** 4" & 8" Yellow and white permanent thermoplastic solid lines will be measured and paid for at the Contract Unit Price bid per lineal foot. The Railroad Crossing symbols will be paid for on a per symbol basis and the quantities for the transverse bands are accounted for in Item 6041025 below. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work.

Item No. 6041025 – 24" THERMOPLASTIC PAINT (WHITE) – 125 MIL.

- .01 DESCRIPTION:** This work shall consist of furnishing and installing 24" White permanent thermoplastic solid lines. Locations of lines to be placed will be installed in same position as lines remove and/or as directed by the Engineer. Layout will be according to SCDOT Standard Drawings. This work shall include all materials, equipment, labor, and incidentals necessary to complete the work.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 627.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** 24" White permanent thermoplastic solid lines will be measured and paid for at the Contract Unit Price bid per lineal foot. The payment will be full compensation for all material, labor, equipment, tools, and incidentals necessary to complete the work

Item No. 4030340– H/M ASPHALT SURFACE TYPE C

- .01 DESCRIPTION:** This work shall consist of furnishing and installing Hot Mix Asphalt (HMA) as shown herein or as directed by the Engineer. HMA shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag, stone screening or a combination thereof combined with asphalt cement. The Engineer will permit the use of HMA Surface Course containing RAP material in the specified mixes. This material must meet SCDOT requirements. At any time during the period of the Contract, the Owner may increase, decrease, delete, or substitute HMA tonnage listed herein at its discretion.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.4 in its entirety and the following:

- A. When it is necessary to maintain traffic on a road or a section of road before the prime coat has time to sufficiently dry to prevent pickup, apply sand or some approved granular material as a cover as directed by the Engineer. The cost of furnishing this material and performing this work shall be incidental to the cost of the Hot Mix Asphalt.
- B. The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by and at the expense of the Contractor.
- C. HMA shall be placed only when the ambient air temperature at the surface is at least 40° F (4° C) and rising.
- D. All HMA shall be compacted by rolling, with approved equipment, to an in-place density of 92.0 to 97.0 percent of the maximum density.

05 MEASUREMENT AND PAYMENT: Refer to Section 401.5 and Section 403.5 of the SCDOT Specification Booklet and the following:

- A. Hot Mix Asphalt pavements will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for furnishing, mixing, hauling, placing, testing, prime coat, labor, equipment, tools and incidentals necessary to complete the work.
- B. Adjustment of existing visible manholes, valve boxes, inlets or other structures will not be measured but the cost will be incidental to the Contract unit price bid per ton for Hot Mix Asphalt pavement unless otherwise specified in the Contract documents.
- C. All costs for constructing or removal of tie-ins, final or temporary shall be considered incidental to the price per ton for HMA Surface Course
- D. After June 30, 2020, an adjustment may be made to the final Contract unit price of the H/M Asphalt Surface Course if the price for liquid asphalt binder fluctuates significantly (greater than 10% up or down) from the prevailing price as quoted in the Contract Documents to the date of placement. All adjustments will be made in accordance with Section 401.5 and 401.6 of the SCDOT 2007 Standard Specifications for Highway Construction and the SCDOT monthly indexes website at http://www.scdot.org/doing/Fuel_and_AC_Index_Spreadsheet.xls.

For the purpose of this Contract and Award, the prevailing base price of PG 64-22 Asphalt Cement is \$530.28 per ton. This prevailing base price shall be used for any asphalt cement cost adjustment under Section 401 of the SCDOT specifications. It will be assumed that the asphalt cement comprise 5.1 % of the total asphalt weight.

In no instance will the bid price per ton increase exceed \$2.00 per ton throughout the term of the contract.

Item No. 8001XXX – CLIP SHOULDERS

- .01 DESCRIPTION:** This work shall consist of furnishing labor and equipment as directed by the Engineer. Contractor shall remove grass, soil and debris from edges of pavement to a width sufficient to insure the desired width of pavement is consistent on each road. The amount and width will be determined by the Engineer for each road. As a general rule, the width of clipping will be less than two (2) feet. Work will be measured by liner feet of roadside completed.

Item No. 305XXXX – MAINTENANCE STONE

- .01 DESCRIPTION:** This work shall consist of Maintenance Stone for use as directed by the Engineer.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.2 in its entirety.

- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Maintenance Stone will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing, water, and incidentals necessary to complete the work.

Item No. 800XXXX – RE-SHAPE DITCHES

- .01 DESCRIPTION:** This work shall consist of furnishing labor and equipment as directed by the Engineer. Contractor shall re-shape ditches where necessary to promote proper drainage to cross line and side line pipes and outfall ditches along shoulder of road within maintained area of road. This may require reshaping shoulders to promote proper drainage from pavement to ditch. The location of such work will be determined by the Engineer for each road. Work will be measured by liner feet of roadside completed.

Item No. 3100XXX – HOT MIX ASPHALT BASE COURSE – TYPE A

- .01 DESCRIPTION:** This section contains specifications for the materials, equipment, construction, measurement, and payment for construction of an asphalt aggregate base course composed of crushed stone, crushed slag, or gravel and an asphalt binder, mixed in an approved asphalt plant, constructed on a prepared subgrade, base course, or other surface, applied with a tack coat when specified, and in conformance with the lines, grades, dimensions, thickness, and typical cross-sections shown on the Plans or as otherwise directed by the RCE.
- .02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 310.2 in its entirety.
- .03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 310.3 in its entirety.
- .04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 310.4 in its entirety.
- .05 MEASUREMENT AND PAYMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 310.5 and 310.6 in its entirety.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITMENT SHEET

FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	³ Description of Work and Approximate Quantity ⁶ (show percent when appropriate)				⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

- ¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- ² Percent - show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price - show unit price quoted by DBE.
- ⁵ Dollar Value - extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information.

SWORN to before me this _____
 day of _____, 20____ Company _____

 (Seal) By: _____

Notary Public for _____
 My commission expires: _____ Title: _____

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 GENERAL:

- A. Comply with requirements stated in conditions of the contract and in specifications for administrative procedures in closing out the work.
- B. Related requirements:
 - 1. Fiscal provisions, legal Submittals and additional administrative requirements: Conditions of the contract.
- C. Related requirements specified in other sections:
 - 1. Closeout submittals required of trades:
The respective sections of specifications.
 - 2. Project Record Documents:.
 - 3. Warranties and Bonds:.

1.02 SUBSTANTIAL COMPLETION:

The conditions and procedures for inspection; and Contractor's, Engineer's and Owner's responsibilities pertaining to substantial completion are as specified in the General Provisions and in the Supplementary Conditions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 FINAL INSPECTION:

- A. Shall be in accordance with conditions and procedures outlined in the Contract Documents.
- B. When Engineer finds that the work is acceptable under the Contract Documents, he will request required Contractor's Closeout Submittals.

3.02 REINSPECTION FEES:

- A. Should Engineer perform re-inspections due to failure of the work to comply with the claims of status of completion made by the Contractor:
 - 1. Contractor will compensate Engineer for such additional services.
 - 2. Owner will deduct the amount of such compensation from the final payment due the Contractor.

3.03 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

- A. Evidence of compliance with requirements of governing authorities:
 - 1. Certificates of Inspection.
- B. Project Record Documents: To be submitted as a condition for release of final payment (including retainage).
- C. Warranties and Bonds:

- D. Evidence of payment and release of liens: To requirements of General Provisions and Supplementary Conditions.
- E. Certificates of Insurance for products and completed operations.
- F. Once the Engineer has determined the work is acceptable under the Contract Documents, the Contractor will submit to the Engineer the appropriate number of copies of the following forms, copies of which are attached:
 - a) Contractor Warranty Form
 - b) Affidavit of Payment
 - c) Affidavit of Release of Liens
 - d) Final Waiver of Lien
 - e) Consent of Surety for Final Payment
 - f) Final DBE Participation Report

3.04 PAYMENT:

No separate payment will be made under this section for work described or specified herein.

CONTRACTOR WARRANTY FORM

PROJECT:

LOCATION:

OWNER:

We _____, Contractor
(Company Name)

for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on:

(Date of Substantial Completion Affixed by Engineer)

and expires on : _____
(Two Years From Commencement Date)

This warranty covers that portion of the project described below:

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

Date: _____ For: _____
(Company Name)

By:

Title:

AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for _____
_____ work, under a contract. _____ for the improvement of
property described as, _____ in the _____
_____ of _____ County of _____, State of _____ of which
_____ is the Owner,

NOW, THEREFORE, this __ day of _____, 20__,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certified that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.
4. Contractor's Affidavit of Release of Liens.

CONTRACTOR (Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE: _____

AFFIDAVIT OF RELEASE OF LIEN

To All Whom **It** May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for
_____ work,
under a contract _____ for
the improvement of property described as, _____ in
_____ of _____ County of _____, State of _____ of which
_____ is the Owner,

NOW, THEREFORE, this __ day of _____, 20__,

The undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

_____(SEAL)
CONTRACTOR (Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE: _____

FINAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for _____ work, under
a contract _____ for the improvement of property described as _____
_____ in the County of _____
_____, State of _____ of which Union County is the Owner,

NOW, THEREFORE, this __ day of _____, 20____,

for and in consideration of the sum of (E) _____

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above described premises, and the improvements thereon, and on the monies or other considerations due to become due from the owner, on account of labor, services, material, fixtures, apparatus of machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) _____ (SEAL)

(Name of sole ownership, corporation or partnership)

(Affix corporate

seal here) _____ (SEAL)
(Signature of Authorized Representative)

TITLE:

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials, or both.
- (B) Fill in nature and extent of work; strike the word labor Of the word materials if not in your contract-
- (C) If you have more than one contract on the same premises, describe the contract by number if available. date and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name _____

Location _____

Project No. _____

Contract No. _____

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contact between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the following named Owner: as set forth in said Surety company's bond:

Bonds of the Surety Company shall remain in effect at least until one year after the final payment to the Contractor in accordance with Section 00800, Supplementary Conditions, Paragraph SC-8 in the Contract Documents.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____ 20 _____.

(Name of Surety Company)

(Signature of Authorized Representative)

(Affix corporate seal here)

TITLE _____

IF SIGNED BY ATTORNEY-IN-FACT POWER OF ATTORNEY MUST BE ATTACHED.

ATTACHMENTS

- Sample Contract Agreement
- See separate List of Roads “2019 Union County Road Paving List”.

**CONTRACT AGREEMENT
PW-19-07-101**

THIS AGREEMENT, made this _____ day of _____, 2019 by and between Union County, hereinafter called "COUNTY" and _____ doing business as a corporation in _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence construction on the resurfacing of Union County roads according to the terms and conditions of the PW-19-07-101 BID DOCUMENT, attached to and herein made a part of this agreement.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the work described herein.
3. The CONTRACTOR will commence the resurfacing of the roads on the “2019 Union County Road Paving List” as provided for in the BID DOCUMENT and any subsequent Addendum to said document within ten (10) days of receipt of the NOTICE TO PROCEED and will complete the same within **One Fifty Twenty (150) consecutive calendar days** from NOTICE TO PROCEED, as described in Bid Package, unless the period for completion is extended otherwise in writing by the COUNTY.
4. The CONTRACTOR agrees to perform all of the work above as described in the BID DOCUMENT including all addendums and comply with the terms therein for the sum of _____ **Dollars (\$_____)** based upon unit prices for estimated quantities as shown in the BID FORM. Contractor understands that additional roads and quantities may be added or removed thus altering the contract cost. CONTRACTOR will be paid based upon actual work units completed and materials units furnished.
5. The CONTRACTOR and County agree that this contractual agreement is to continue beyond the initial list of roads used to arrive at the contractual amount above. It is anticipated that funds will be appropriated to pave an additional list of roads in 2020 and numerous county owned parking lots. It is also anticipated that funds will be appropriated for some parking lots prior to completion the initial paving. The contractor agrees to complete these future resurfacing projects at the same unit cost prices as submitted on the Bid Form used to arrive at the above contracted amount subject to any increases provided for in the BID DOCUMENT
6. The COUNTY will pay to the CONTRACTOR in the manner and at such times as set forth in the BID DOCUMENT such amounts as required by the BID DOCUMENT. A **10%** retainage will be held from each monthly invoice for road and street paving. County may decrease this retainage to **5%** when Seventy Five Per Cent (75%) of total roads have been completed by

CONTRACTOR. Final payment will be made by COUNTY on completion and acceptance of all work. COUNTY will not withhold a retainage amount for individual paving projects such as parking lots. CONTRACTOR will invoice COUNTY at the completion and acceptance of each individual project and County will pay promptly.

7. This AGREEMENT will expire, June 30, 2021 unless extended in writing and agreed upon by both Parties. It is further agreed that if both parties mutually agree, this contract may be extended under the same terms and conditions for one additional year from the expiration date or extended expiration date.
8. The CONTRACTOR agrees that jurisdiction over any dispute arising under or in relation to the contract is vested in the Sixteenth Judicial Circuit with venue in the Union County Court of Common Pleas.
9. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in two (2) copies, each of which shall be deemed an original on the date first above written.

CONTRACTOR:

BY: _____

TITLE: _____

WITNESS: _____

TITLE: _____

COUNTY:

BY: _____

TITLE: Union County Supervisor _____

WITNESS: _____

TITLE: _____

2019 Union County Road Paving List
See Separate File