

**SOLICITATION FOR
REPAIRS TO BUFFALO MILL POND SPILLWAY**

UNION COUNTY

**BID NUMBER
PW-02-19-001**



Table of Content

Invitation for Bids	Page 3
Bond Requirements	Page 4
Instructions to Bidders	Page 5
General Provisions	Page 6
General Conditions	Page 9
Bidders Schedule	Page 15
Bid Form	Page 16
Contract Agreement	Page 18
Attachment A	Page 20

COUNTY OF UNION

INVITATION FOR BIDS

Repairs To Buffalo Mill Pond Spillway

Union County, SC is now accepting bids for repairing the spillway at Buffalo Mill Pond in Buffalo SC. This project is subject to the conditions, provisions and specifications included on plans developed by DePaul Engineering. 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.

BID NUMBER: PW-2-19-101

DATE: February 14, 2019

OPENING DATE AND TIME: March 5, 2019 @ 3:00 PM

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

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

All bids must be time stamped at the above referenced Mailing Address on or before 3:00 PM on March 5, 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

All potential bidders must arrange a visit to site with Jerry Brannon, Sr. -County Engineer and/or Dwight Kurtz with DePaul Engineering to discuss project.

A copy of plans and Bid Documents will be available in the Procurement Section of the Union County website <http://countyofunion.org/>.

DIRECT ALL INQUIRES TO: dwightkurtz@depaul-engineering.com
Dwight Kurtz
3693 Buffalo West Springs Highway
Buffalo, SC 29321
Phone: (864) 427-5407 Cell Phone: (864) 762-6262

Jerry A. Brannon, Sr. P.E.
County Engineer
1246 Duncan Bypass, Union, SC 29379
jbrannon@countyofunion.com
864-426-4022

BOND REQUIREMENTS

1. **BID BOND:** A Bid Bond will not be required
2. **PERFORMANCE AND PAYMENT SURETY:** A Performance and Payment Bond will not be required.

INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required, unless otherwise stated.
2. Bids, amendments thereto or withdrawal request must be received by the time advertised of 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, 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, and Intent to Award and/or Statement of Award 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.

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. 10% of the Monthly payment will be withheld until the project is substantially complete.**
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.
20. ARBITRATION: Under no circumstances and with no exception will Union County act as arbitrator between the Contractor and any subcontractor.

21. "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.
22. 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.
23. 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.
24. "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."
25. 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-2-19-101

DATE: February 14, 2019

OPENING DATE AND TIME: March 5, 2019 @ 3:00 PM

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

PROCUREMENT: REPAIRS TO BUFFALO MILL POND SPILLWAY
BUFFALO, SC

AWARD: The total bid as formatted on BID FORM 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.

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 project within forty five (45) calendar days.

SITE VISIT: All potential bidders must arrange a visit to site with Jerry Brannon, Sr. - County Engineer and/or Dwight Kurtz with DePaul Engineering to discuss scope of project.

WARRANTY: The contractor shall provide a 1 year warranty for workmanship and materials for all work associated with the project. Please refer to the close out documents shown on pages 25-31 of this bid document. The warranty period begins after all close out documents have been submitted and accepted. The contractor will be provided a final acceptance letter by the Union County Engineer.

BID FORM

Name of General Contractor Submitting Proposal

Mr. Jerry Brannon, County Engineer
County Engineering Office
1246 S. Duncan By-Pass, Suite B
Union, SC 29379

Reference: **Buffalo Mill Pond Spillway Repairs**

ADDENDA

The following addenda have been received by this contractor:

Addendum #1 _____ Dated: _____
Addendum #2 _____ Dated: _____

The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the drawings and specifications, including all addenda prepared by DePaul Engineering, Inc. hereby propose to furnish all labor, material, equipment and services necessary to perform the **Buffalo Mill Pond Spillway Repairs** in accordance with this Bid Document for the lump sum of:

BASE BID (Less Concrete Bid):

Dollars (\$ _____.)

CONCRETE BID (based on estimated 68 Cubic Yards):

Dollars (\$ _____)

Unit Price for above Concrete bid is \$_____ per cubic yard

CONCRETE BID payment will be based upon actual Cubic Yards of Concrete placed and paid at the price per Cubic yard as the CONCRETE Bid above

TOTAL BID (Sum of BASE BID and CONCRETE BID)

Dollars (\$ _____)

In submitting this bid, it is understood that:

The Owner reserves the right to reject any or all bids, and/or award the contract in accordance with their best interest.

This bid proposal may not be withdrawn for a period of thirty (30) days from the date of bid opening.

General Contractor: _____

By: _____

Address: _____

Phone Number: _____

Email: _____

Fax Number: _____

Contractor's License Number: _____

CONTRACT AGREEMENT

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

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

1. The CONTRACTOR will commence work on repairs to the Buffalo Mill Pond spillway, according to the terms and conditions of plans, specifications and bid documents for Union County project PW 2-19-101. A copy of "Bid Document" is attached hereto and made a part of this contract in addition to other documents from the said bid package.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the above project according to plans prepared by DePaul Engineering,
3. The CONTRACTOR will commence the work required on this project as soon as possible , but no later than ten (**10**) days of the Notice to Proceed from Owner and will complete the same on within forty five (45) days unless the period for completion is extended otherwise in writing by the COUNTY.
4. The CONTRACTOR agrees to perform all of the construction described in the bid package including all addendums and comply with the terms therein for the sum of _____ **and No/100 Dollars** (\$ _____) based Contractor price submitted on his Bid Form.
5. The COUNTY will pay to the CONTRACTOR at completion of construction and acceptance of all work.
6. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) 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: _____

ATTACHMENT A

See Plan and Specification Sheet

By

DePaul Engineering, Inc.

Dated 02/13/18