

**SOLICITATION FOR  
UNION COUNTY  
MASTER CONTRACT  
PARKING LOT SEALING AND STRIPING**



**BID NUMBER  
BG-21-03-101**

# BID DOCUMENT

March, 2021

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COUNTY OF UNION

INVITATION FOR BIDS

Union County, SC is soliciting bids for asphalt sealing, crack sealing and layout and striping of asphalt surfaces within Union County on as needed basis. Asphalt surfaces to be sealed and/or striped will be predominately parking lots, but could include other asphalt surfaces. This project is subject to the conditions, provisions and specifications as outlined in the complete Bid Package 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.

BID NUMBER: **BG-21-03-101**

DATE: March 19, 2021

OPENING DATE AND TIME: **May 13,2021 @ 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 May 13, 2021.**

**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 March 31, 2021 at 10:00 AM at the opening location above. If unable to attend, it is your responsibility to arrange a meeting with the project manager prior to pre-bid meeting. Questions should be addressed to Project Manager below.**

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

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

## **BOND REQUIREMENTS**

**No bonds will be required.**

## INSTRUCTIONS TO BIDDERS

1. Only one copy of bid is required.
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 ensure that these documents are received at the designated location at the time indicated in the bid document.
3. 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.
4. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
5. 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.
6. **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.
7. **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](http://www.countyofunion.org).
8. **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.
9. **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.
10. **Definitions:** For the purpose of this contract, the following definitions shall apply:
  - a. **OWNER** – refers to the County of Union
  - 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:** This project may be completed any time that is mutually agreeable with the County and the Contractor. The contractor may choose to work on weekends or at other times when work location is unoccupied. The County will work with Contractor to clear vehicles and people from work location or a portion thereof while maintaining the ability for the County to carry on its daily operation at the work location.



## 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 completed project by County Engineer.
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 first project under this contract in order to establish contract prices for this multi-project contract. Contractor will be provided an estimate for each subsequent project under this contract. Within fifteen (15) calendar days after the issuance of the initial Notice to Proceed and submittal of each subsequent project, 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 to inform the Engineer when any item of work (excluding lump sum items) is within 90% of the proposed quantity.
  - 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 by the engineer. No work shall be performed prior to approval of such change order.
  - D. Contractor will be paid for actual quantities completed based upon unit price bid quantities.
27. **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.
28. **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.
29. **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.

30. **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.
31. **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.
32. **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.
33. **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.

34. PAYMENT TO CONTRACTOR: The Owner shall make a prompt Payment to the Contractor after completion of work at each location and acceptance by County Engineer.

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:** BG-21-03-101

**DATE:** March 19, 2021

**OPENING DATE AND TIME:** May 13, 2021 @ 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 10:00 AM on Wednesday, March 31, 2021 at the County Engineering Office, 1246 S. Duncan By-Pass, Suite B, Union, SC 29379. If you are not able to attend, it is your responsibility schedule a meeting with the Project Manager prior to the pre-bid meeting

**PROCUREMENT:** Asphalt sealing, striping and crack sealing of various parking lots and asphalt surfaces in Union County, SC: Provide all materials, equipment, and labor for the successful completion of all projects according to plans and specifications. Contractor will be responsible for all layout of parking spaces once lot is sealed.

**AWARD:** The total base bid 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 quantities for the initial project will be the basis for additional future projects. This contract will end with end of fiscal year of 2023 (June 30, 2023). If mutually agreed upon by both parties, this contract may be renewed on a yearly basis under the same terms and conditions. The only a change allowed will be for an increase and/or decrease in asphalt sealing material prices due to the volatile nature of the crude oil market as spelled out in the Special Provisions sections of this document.

**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 initial project quantities in this Bid Document within Forty-Five (45) consecutive calendar days thereafter. Each additional project under this contract will be completed in a timely and reasonable manner.

**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.**

## **SPECIAL PROVISIONS**

The Union County Department of Public Works is seeking competitive bids from qualified contractors for the purpose of surface sealing, crack sealing and striping of existing asphalt in parking lots and other asphalt surfaces. It intended that this contract will address Union County's asphalt surface sealing needs during the term of this contract. A work order with estimated quantities for each sealing and/or striping project will be issued prior to contractor commencing work on a project.

Quantities have been provided on the Bid Form for striping and sealing work at the Timken Sports Complex located at Rice Avenue and Industrial Boulevard and unit bid prices for this work will be the basis for awarding the contract. Since this will probably be the largest undertaking the county will have during the term of this contract, it is reasonable to expect that striping unit prices may be lower for such a large project than for smaller projects, Therefore, bid items have been provided lots with smaller number of parking spaces on the Bid Form. The amount for those bid items will not be included in your bid total.

Note 1: All work is to conform to herein provided Specifications for each items of work.

Note 2: At the completion of each project, contractor will provide with his invoice a "Contractor Warranty Form and a Final Waiver of Lien for each location.

Note 3: Due to volatility of oil prices associated with asphalt sealer prices, the County will adjust price for sealing at no less than six months intervals provided contractor provides proof of paid invoices for sealer for the Timken project and proof of paid invoices for subsequent projects on this contract. And adjustment will be made on a per gallon basis of sealant actually used.

Note 4: All work completed by the Contractor must be in accordance with specifications, 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.

Note 5: Your bid submittal must, at a minimum, include a completed and signed Bid Form, Certificate of Familiarity and Proof of Insurance or it will be rejected.

## **SPECIFICATIONS**

### **Item No. 10001 – Seal Asphalt Surfaces**

- .01 DESCRIPTION:** This work shall consist of preparation for and application of emulsified coal tar based asphalt sealer to entire parking lot ((two (2) coats)) according to manufactures specifications and instruction.
- .02 MATERIALS:** Coal tar concentrate pavement sealer such as Gem Seal FedSpec or SealMaster Coal Tar or Equal, mixed and applied in accordance with the manufactures' instructions.
- .03 EQUIPMENT:** None specified,
- .04 CONSTRUCTION:** Parking lot will be clean and dry with all cracks ½” and larger sealed with crack sealer prior to installing seal coat.
- .05 MEASUREMENT AND PAYMENT:** Payment will be based upon the bid lump sum price to seal approximately 38,000 Square feet of parking lot. Payment in full will be paid at completion and acceptance by Union County

### **Item No. 10002 – Layout and Stripe Sparking Spaces**

- .01 DESCRIPTION:** This work shall consist of all labor and material necessary to lay out the configuration of the parking spaces and paint all necessary pavement lines and markings. Handicap spaces will be included per code and are incidental to striping work. Additional cost for layout labor and extra paint will be absorbed into unit price for regular parking spaces
- .02 MATERIALS:** All materials shall be in from reputable manufacturer and specifically formulated for asphalt pavement markings.
- .03 EQUIPMENT:** None specified, but must have the capability to put down a uniform width and quantity of paint.
- .04 CONSTRUCTION:** Parking lot will be clean and dry and seal coat completed. Layout will roughly follow sketch provided by county, but contractor to adjust to fit on ground.
- .05 MEASUREMENT AND PAYMENT:** Payment will be based upon the bid price per space. Payment in full will be paid at completion and acceptance by Union County

### **Item No. 10003- Seal Cracks (As Required)**

- .01 DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment and services necessary and incidental for sealing ½” and greater cracks in asphalt pavement.
- .02 MATERIALS:** A high performance polymer enhanced hot applied joint and crack sealing compound such as GemSeal Crack-Flex Pro or equal joint sealer.
- .03 EQUIPMENT:** None Specified.
- .04 CONSTRUCTION:** Joints will be sealed according to manufactures application specifications.
- .05 MEASUREMENT AND PAYMENT:** Payment will be based upon the bid price per linear foot. Payment in full will be paid at completion and acceptance by Union County



ITEM NO.	ITEM	QTY	Unit	Unit Cost	Total Cost
100001	SEAL PARKING LOT (Approximately 138,500 SF)	14945	SY		
100002	LAYOUT AND STRIPE PARKING SPACES	278	EA		
100003	SEAL CRACKS	300	LF		
100001	SEAL WALKING TRAIL (Approximately 31,320 SF)	3480	SY		
<b>BASE BID TOTAL</b>					

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<b>Adjustment for Parking Space Quantities (Do not include in BID TOTAL below)</b>					
ITEM NO.	ITEM	QTY	Unit	Unit Cost	Total Cost
100002	LAYOUT AND STRIPE PARKING SPACES (LESS THAN 50)	1	EA		
100002	LAYOUT AND STRIPE PARKING SPACES (50 to 100)	1	EA		
100002	LAYOUT AND STRIPE PARKING SPACES (Greater than 100)	1	EA		

BASE BID TOTAL = \$ \_\_\_\_\_

In Words: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**BID NUMBER: HD-21-03-101**

**DATE: March 19, 2021**

***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 03/19/97

**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 : \_\_\_\_\_  
(One Years From Commencement Date)

This warranty covers that portion of the project as here described : \_\_\_\_\_

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: \_\_\_\_\_

**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 \_\_\_\_\_ (City-Village) of \_\_\_\_\_ County of  
\_\_\_\_\_, State of \_\_\_\_\_ of which \_\_\_\_\_  
\_\_\_\_\_ 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.

*ATTACHMENTS*

NONE