



**UNION COUNTY**

**BID PACKAGE**

**For Project Number UCDB 19-04-101**

**REMOVAL/DISPOSAL OF ASBESTOS AND LEAD CONTAINING  
MATERIALS and DEMOLITION OF STRUCUTRES LOCATED  
at  
1644 JONESVILLE HIGWAY, UNION SC**

April 3, 2018

OWNER:

Union County  
C/O Union County Development Board  
207 SOUTH HERNDON STREET  
UNION SC

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APPENDIX A

S&ME Asbestos and Lead Paint Abatement Report for 1644 Jonesville Highway Union, SC

ADVERTISEMENT FOR BIDS  
(Project # UCDB 19-04-101)

**RECEIPT OF BIDS:** Sealed Bids on forms prepared by the Engineer will be received from Bidders by Union County, Union, S.C. at Union County Development Board, 207 South Herndon Street, in Union, S.C. until **3:00 p.m. (local time) on April 24, 2019**, at which time they will be opened and read aloud in public. All work shall be in accordance with contract documents in this Bid package.

Work will consist of removal and disposal of all asbestos and lead containing materials as identified by “Asbestos and Lead-Based Paint Assessment Report Cudd Property – 1644 Jonesville Highway” prepared by S&ME, S&ME Project No. 4226-18-061. Demolition and disposal of 2300 Square foot frame dwelling containing the asbestos and led materials and demolition and disposal out building structures.

**OBTAINING CONTRACT DOCUMENTS:** All Contract Documents are included in “Bid Package “ and a complete Bid Package can be downloaded from Union County web site “Procurement” page at <https://www.countyofunion.org> . Questions should be directed to Jerry A. Brannon, Sr. P.E. County Engineer, at [jbrannon@countyofunion.com](mailto:jbrannon@countyofunion.com) and/or 864-466-4709.

**LICENSES:** Each bidder must be qualified and licensed by S.C. DHEC to perform asbestos and lead paint abatement work.

**PRE-BID MEETING:** A pre-bid meeting will be held at the site (1644 Jonesville Hwy, Union, SC 29379) at 10:00 A.M. on Monday, April 15, 2019.

**OWNER’S RIGHTS RESERVED:** Union County, the Owner, reserves the right to reject any or all Bids and to waive any formality or technicality in any bid in the interest of the Owner.

**BID BOND:** Each Bidder must deposit with his bid security in the amount of 5% of the bid, as described in the Information for Bidders

**BID VALID PERIOD:** No bid may be withdrawn for a period of ninety (90) days after scheduled time for receiving Bids.

**Note:** This is a Re-Bid of Project # UCDB 18-10-101 that was subsequently canceled in November, 2018.

Union County, 210 West Main Street, Union, South Carolina 29379, Frank Hart, County Supervisor.

## INFORMATION AND INSTRUCTION FOR BIDDERS

BIDS will be received by the Union County. (herein called the "Owner"), at the Union County Development Board office located at 207 South Herndon Street, Union, South Carolina until 2:00 pm on Wednesday, April 04, 2019, then at said location publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Union County. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for Removal and Disposal of Asbestos and Lead Containing Materials and Demolition and Removal of Frame Dwelling and out Buildings at 1644 Jonesville Hwy, the name of the Bidder, his address, his contractor license number, if required. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Union County Development Board, 207 South Herndon St., Union, S.C. 29379.

All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within the 90 day period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by an examination of the site and a review of the contract documents including Addenda. After Bids have been submitted, the Bidder shall not be allowed to assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done. A pre-bid meeting will be held at the site (1644 Jonesville Highway) at 10:00 am on Monday, April, 15, 2018.

The Contract Documents contain the provisions required for the execution of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

A Bid Bond or Cashiers Check is required in an amount equal to at least five (5) percent of the amount of the Bid, payable to the Union County, as a guaranty that if the bid is accepted, the Bidder will execute the Contract.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified Bid will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over all aspects of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Each bidder is responsible to include in his Bid the cost of fees and compliance with permits, laws and regulations. A County demolition permit will be required.

Time for completion shall be thirty (90) days from the date specified in the "Notice to Proceed".

#### Women/Minority Business Enterprises

It is the policy of the County of Union SC to provide minorities and women equal opportunity for participating in all aspects of the County's contracting programs consistent with the laws of the State of South Carolina.

#### Local Purchasing

It is the intent of the County of Union to promote the use of local businesses and hiring citizens living within Union County area when possible.

- 1) Contractor and or business must make every reasonable attempt to hire Union County residents.
- 2) Selected contractor(s) must make every reasonable effort to purchase/lease all material, equipment and supplies associated with the awarded bid to a local Union County business.

BID FORM

Proposal of \_\_\_\_\_ hereinafter called "Bidder", organized and existing under the laws of the State of \_\_\_\_\_ doing business as a \_\_\_\_\_ to the Union County (hereinafter called "Owner"). In compliance with your Advertisement for Bids, bidder hereby proposes to perform all Work for Removal and Disposal of Asbestos and Lead Containing Materials and Demolition and Removal of Frame Dwelling and out buildings at 1644 Jonesville Hwy, Union, SC 29379 in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below:

<b>Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
<b>Abatement</b>	1	LS		
<b>House Demo</b>	1	LS		
<b>House Debris Hauling</b>	Contractor Estimate	Ton		
<b>House Debris Disposal Fees</b>	Contractor Estimate	Ton		
<b>Out Bldg Demo</b>	1	LS		
<b>Out Bldg Demo Debris Hauling</b>	Contractor Estimate	Ton		
<b>Out Bldg Demo Disposal Fees</b>	Contractor Estimate	Ton		
<b>TOTAL BID</b>				

Note: Union County has the option of deleting one or more items in the above bid except for Abatement and House Demo. Successful bidder acknowledges that he will work in good faith with Owner to assist Owner in bringing this project in at lowest possible cost.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to this organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 90 consecutive calendar days. BIDDER acknowledges receipt of the following Addendum, if issued:

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**PROPOSED CONTRACTOR:** The Contractor shall not execute an Agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract unless approved by Union County, approval will not be withheld without just cause.

BID CERTIFICATION

\_\_\_\_\_

WITNESS

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_



# AGREEMENT

FOR

## REMOVAL/DISPOSAL OF ASBESTOS and LEAD PAINT MATERIALS AND DEMOLITION OF TWO STRUCTURES LOCATED AT 1644 JONESVILLE HIGHEAY

THIS AGREEMENT, made the \_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eighteen (2018), by and between \_\_\_\_\_, hereafter called the Contractor, and Union County, South Carolina, hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the considerations herein named, agree as follows:

ARTICLE 1. Scope of Work – The Contractor shall furnish all permits, supervision, labor, tools, equipment, and services, and notifications in accordance with EPA, OSHA, State (SC DHEC), Local, and all other applicable agencies to complete removal/disposal of the asbestos and lead containing material and demolition of two structures located at 1644 Jonesville Highway, Union SC. Asbestos/ lead containing materials scheduled for removal are described in the S&ME assessment report prepared for Union County dated May 18, 2018. The two structures targeted for demolition are referenced in the report. Contractor is responsible for verifying quantities and locations of materials at this facility. All conditions, quantities and locations of applicable materials are accepted by the Contractor upon receipt of quote. The asbestos and lead containing materials shall be disposed of at Republic Services, Wildcat Landfill in Union County. Contractor will provide design services required by SC DHEC.

The Contractor shall thoroughly inspect the premises and give careful consideration to plan the work to be performed in a safe manner. Work shall adhere to OSHA safety standards.

ARTICLE 2. Time of Completion - The work to be performed under this Agreement shall begin on or before the date listed in the Notice to Proceed and shall be completed within Ninety (90) consecutive days.

ARTICLE 3. The Contract Sum - The Owner shall pay the Contractor for the performance of the contract, subject to additions and deductions provided herein in current funds as follows:

Bid prices as listed on the Bid Form provided by the Contractor, a copy is hereto attached and made a part of this Agreement.

The Owner shall make payments on account of this Agreement as follows:

Owner will make payment after work is accomplished and approved (See Article 5).

The Contractor shall accept sole and exclusive responsibility for any and all State and Federal taxes with respect to Social Security, Old Age Benefits, Unemployment Benefits, withholding taxes, and all other taxes and withholding relative to performance of the work. The Contractor shall include cost of local business license and permit fees.

The Contractor shall accept full and complete responsibility for having the work covered in this Agreement carried on in conformity with the Fair Labor Standards Act of 1938 as amended and the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948, 62 Stat, 862, Title 18 U.S.C., Section 874, and title 40 U.S.C. Section 276c) as amended.

Under the Agreement, the Contractor acknowledges and agrees that he has the sole responsibility for compliance with all the requirements of the Occupational Safety and Health Act and all other Federal and local regulations applicable to this job and agrees to indemnify and hold harmless the Owners and Engineer against any legal liability or loss the Owners may incur due to the Contractor's failure to comply with such act or other regulations that may apply.

The Contractor shall have general liability insurance (\$1,000,000.00 each occurrence, \$2,000,000.00 aggregate) and statutory Workman's Compensation insurance on all employees while performing this Contract. General liability shall include Comprehensive form, Premise-Operations, Hazard Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury. In addition, the Contractor shall have Pollution Liability of \$1,000,000.00 per claim. Automotive Liability insurance (\$1,000,000.00 each occurrence for bodily injury and property damage) shall include comprehensive form for owned, non-owned and hired vehicles. Union County shall be named as additional insured and noted on the insurance certificate.

ARTICLE 4. Indemnification - The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damaged, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and is caused in whole or in part by any negligent or willful act or omission of the Contractor and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5. Acceptance and Payment - Owner shall promptly review work performed and when the work is deemed acceptable under specifications in the Contract, and upon receipt of an invoice, the owner shall make payment to the Contractor within 30 days.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Owner so certifies, the Owner shall without terminating the Contract, make payment of the balance due from the portions of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing the final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6. Subcontractors - The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract unless approved by the Union County. Approval will not be withheld without just cause.

ARTICLE 7. The Contract Documents - The specifications and other documents as prepared by Union County include: Advertisement, Requirements, Bid Form, Agreement, the S&ME Evaluation Reports, and the Contractor's bid are as fully a part of the Contract as if hereto attached or herein repeated.

ARTICLE 8. Litigation Venue – Any controversy or litigation arising out of this Agreement shall be resolved within the courts of South Carolina.

ARTICLE 9. The Contractor and the Owner - For themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Union, South Carolina, the day and year first put above.

OWNER:

\_\_\_\_\_ Union County \_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_

J. Frank Hart

TITLE: \_\_\_\_\_ County Supervisor \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE OF AWARD**

**TO:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:** Removal and Disposal of Asbestos and Lead Containing Materials and Demolition and Removal of Frame Dwelling and out Buildings at 1644 Jonesville Hwy,

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_. You are required by the Information and Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Owner

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_,

this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Removal and Disposal of Asbestos and Lead Containing Materials and Demolition  
and Removal of Frame Dwelling and out Buildings at 1644 Jonesville Hwy

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_  
\_\_\_\_\_ on or before \_\_\_\_\_ and you are to complete the WORK  
within 90 consecutive days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_  
\_\_\_\_\_

OWNER:  
  
UNION COUNTY  
  
BY: \_\_\_\_\_  
  
TITLE \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by:

\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2018

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **ATTACHMENT A**

**Asbestos and Lead-Based Paint Assessment Report Cudd Property – 1644 Jonesville  
Highway” prepared by S&ME, S&ME Project No. 4226-18-061**