SOLICITATION FOR UNION COUNTY ROAD RESURFACING



BID DOCUMENT

June, 2024

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COUNTY OF UNION

INVITATION FOR BIDS

Project Number PW 2024-06-101

Union County, SC is now accepting bids for the resurfacing of roads and streets of varying widths throughout the County under its CTC resurfacing program over the next two years and also include other resurfacing projects such as parking lots as funding is obtained. Future CTC funds are likely to be available for additional road resurfacing during fiscal year 2025; however, future funds cannot be guaranteed. This project is subject to the conditions, provisions and specifications as outlined in the complete Bid Document and attachments. Sealed bids will be received at this office until the stated date and time and then publicly opened. Any bid received after the scheduled deadline, will be immediately disqualified. The county assumes no responsibility for delivery of bids which are mailed.

OPENING DATE AND TIME: Thursday, July 18, 2024 @ 3:00 PM

OPENING LOCATION: County Public Works Office

1246 S. Duncan By-Pass, Suite B

Union, SC 29379

MAILING ADDRESS: County Public Works 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 July 18, 2024.

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

Pre-Bid Meeting will be held at 10:00 AM, Tuesday, July 9, 2024 at the Union County Administrative Building, Suite B, located at 1246 South Duncan Bypass, Union, SC 29379.

A copy of the complete Bid Package and Attachments can be downloaded from the Procurement Section of the Union County website http://gearupunionsc.com

DIRECT ALL INQUIRES TO: rsnider@countyofunion.com

Rusty Snider, Public Works Director

1246, Suite B, S. Duncan By-Pass, Union, SC 29379 Ph: (864) -466-4712------ / Fax: (864) 429-1603

NOTICE TO BIDDERS:

Deadline for questions July 15, 2024 at 5:00 p.m.

BOND REQUIREMENTS

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

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS

- 1. Only one copy of Bid Form is required, unless otherwise stated.
- 2. Bids, amendments thereto or withdrawal request must be received by the time advertised for bid openings to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received by the Union County Supervisor at the time indicated in the bid document.
- 3. When specifications or descriptive papers are submitted with the bid invitation, enter bidder's name thereon.
- 4. Submit your signed bid on the forms provided. Show bid number on envelope as instructed. Union County assumes no responsibility for unmarked or improperly marked envelopes. Unsigned bids will be rejected.
- 5. Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under Section 30-4-4C Code of Laws of South Carolina, 1976, (1986 Cum Supp) Freedom of Information Act. The County reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination in this regard.
- 6. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 7. This solicitation does not commit the County of Union to award a contract, to pay any cost incurred in the preparation of the bid, or to procure or contract for goods or services listed herein.
- 8. CORRECTION OF ERRORS ON THE BID FORM: All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time for opening.
- 9. NOTIFICATION: In order to receive a copy of the bid tabulation, you must enclose a self-addressed stamped envelope. Bid Tabulation, will be posted on the Union County web site at www.gearupunionsc.com.
- 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. COUNTY SUPERVISOR The head of Union County government and the authority to commit funds and enter into contractual agreement on the behalf of Union, South Carolina.
 - c. ENGINEER or DIRECTOR OF PUBLIC WORKS refers to the Union County Department of Public Works or its designee.
 - d. 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.
 - 4.6 A current SCLLR contractor license for the work activity covered in this project and financially responsibility for the bid amount of this project.
- 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:

<u>SCHEDULE</u> <u>LIMIT</u>

WORKERS COMPENSATION

Statutory

As required by the State of South Carolina.

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 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, its 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 bidder's 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 may 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 Year's 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

When such recognized holidays fall on a Saturday or Sunday, the Owner may at its discretion, declare the preceding Friday or following Monday as a holiday. In the event that the Governor of the State/Board of County Commissioners shall declare any day or days preceding or following a holiday as a holiday, the Owner may, at its discretion, also declare such day or days as holidays.

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

GENERAL CONDITIONS

- 1. DEFAULT: In case of default by the contractor, the county reserves the right to purchase any or all items in default in the open market, charging the contractor with any excessive costs. Should such charge be assessed, no subsequent bids will be considered or purchase orders issued to the defaulting contractor until the assessed charge has been satisfied.
- 2. NON-APPROPRIATION: Any contract entered into by the County resulting from this bid invitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made un-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 Public Works Director or his designee. Copies of all correspondence concerning this contract shall be sent to the Public Works Director, 1247 S. Duncan Bypass, Union, SC 29379. All change orders must be authorized in writing by the Public Works Director. Union County shall not be bound to any change in the original contract unless approved in writing by the Union County Supervisor.
- 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
- 8. 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.
- 9. ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County Engineer.
- 10. 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.
- 11. 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.
- 12. 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.

- 13. TAX FORMS; 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.
- 14. 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 Public Works Director prior to bid opening date.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. AMENDMENTS: All amendments to and interpretations of this solicitation shall be in writing and issued by the Union County Supervisor. Union County shall not be legally bound by any amendment or interpretation that is not in writing.
- 20. 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.
- 21. ARBITRATION: Under no circumstances and with no exception will Union County act as arbitrator between the Contractor and any subcontractor.
- 22. 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.
- 23. "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.
- 24. 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.
- 25. 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.
- 26. "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."

27. ESTIMATED QUANTITIES:

- A. The Owner has endeavored to estimate the proposed quantities as accurately as possible using the latest information available for the project. Within fifteen (15) calendar days after the issuance of the Notice to Proceed, the Contractor shall provide written verification of the quantities. Failure to do so shall imply the Contractor's acceptance of the quantities.
- B. In addition, it will be the Contractor's responsibility during construction to inform the Engineer when any item of work (excluding lump sum items) is within 90% of the total contract quantities.
- C. To affect substitution or alternative work operation, a "no cost" or "cost" change order signed by the contractor must be submitted to the County Engineer for approval. No work shall be performed prior to approval of such change order.
- D. Contractor will be paid for actual quantities completed and or used for all unit price bid quantities.
- E. Because of the nature and conditions existing on roads, more or less work and quantities may be necessary to achieve desired results, Therefore, at the direction of the Public Works Director, the **County reserves the right to add or delete roads or adjust quantities** on roads based upon actual quantities used up to the total currently approved budget. The bid price should be the amount Contractor bids that will complete all roads on the list provided in this Bid Document if budget permits. Should a change result in exceeding the total bid amount, the County will notify the Contractor in writing to exceed the total amount of bid price prior to commencing any additional work.

28. CONTINGENT ITEMS:

- a. Construction Item(s) identified as being contingent on the "Summary of Quantity" sheets of the plans, in the column headed "Contingent" and/or listed in the "Proposal Form" booklet are provided in the Contract for use as directed by the Engineer and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these items are established for the purpose of obtaining a bid price and shall be included as part of the proposal base bid unless otherwise specified. The quantities for these contingent items may be increased or decreased without any adjustment to the Contract unit price bid or the contingent items may be deleted entirely from the Contract by the Engineer without negotiation. The Contractor will not be allowed to submit a claim against the Owner for any adjustment to the Contract unit price bid should the contingent items be increased, decreased or eliminated entirely.
- b. Payment for any contingent items used will be made on the basis of the quantities as actually measured. Materials, Construction Requirements, and Basis of Payment shall be as specified in the Specifications, Supplement to the Specifications, Interim Specifications or Addenda, Plans or Special Provisions.
- 29. 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.
- 29. 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.
- 30. 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.
- 31. 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.

- 32. 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 it 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 ensure 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. Payment request should be submitted to owner in a format similar to AIA Document G-702. Any additional paving project, such as a parking lot may be submitted on a separate company invoice for the full amount of the job.

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 form 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-2024-06-101

OPENING DATE AND TIME: July 18, 2024 @ 3:00 PM

OPENING LOCATION: Union County Public Works Office

1246 S. Duncan By-Pass, Suite B

Union, SC 29379

PRE-BID MEETING: A Pre-Bid Meeting will be held at 10:00 AM, Tuesday, July 9, 2024 at the Public Works

Director Office, 1246 S. Duncan By-Pass, Suite B, Union, SC 29379.

PROCUREMENT: Resurfacing Roads, Street, Parking Lot and Other Paving needs in Union County,

SC: Provide all materials, equipment, and labor for the resurfacing of County Roads with varying widths and depth under our annual allocation of CTC funds in accordance with the specifications, conditions, and provisions as provided herein. Also, several County parking lots may need to be resurfaced during the term of this contract as funding is acquired. They will be paved as separate item under the same contract awarded for road and street resurfacing and will be invoiced on an individual basis. Parking lots will not be shown on

the monthly pay request.

AWARD: The total Base Bid for the Union County Road Resurfacing included in 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, qualified and responsible Bidder

within the specified time for bids to remain irrevocable.

CONTRACT CLARIFICATION:

The Unit Prices submitted on the bid form for the initial list of roads submitted with this Bid Document (Exhibit A) will be the basis for compensation for additional roads and/or parking lots added to this contract at future dates. If more than ten (10) roads are added to this contract as a result of additional funding, the mobilization fee may be earned again if there is more than a sixty (60) day break from the time of completion of the initial list of roads and the notification to contractor of additional roads and funding. Each parking lot or non-scheduled paving project will be allowed the mobilization fee that is bid on the initial bid form. The contract awarded for this project will end December 31, 2025 unless terminated earlier by mutual agreement between both parties. This contract may also be extended for another one-year term, under the same terms and conditions, if mutually

agreed upon by both parties.

TIME OF COMPLETION: The successful bidder shall commence work within ten (10) calendar days of receipt of

written "Notice to Proceed" from the Owner and fully execute and complete the roads and streets on the initial paving list (EXHIBIT A) submitted with this Bid Document within One Hundred Eighty (180) consecutive calendar days thereafter. Due to weather or other unforeseen circumstances, the time of completion of this portion of the contract may be

extended with the mutual agreement of both parties.

MBE/WBE: The contract is subject to all state and federal laws regarding Minority and/or Women

Business Enterprises. Such business, organizations, and individuals owning and

controlling same shall hereinafter be referred to as "MBE/WBE". The overall goal for participation for this contract is at least 5% of the contract bid price for MBE/WBE. The successful bidder must demonstrate their attempt to meet this goal and provide verification if the goal cannot be met. The successful bidder must also provide the names of all MBE/WBE's used on the project along with the associated dollar amount and Item #. Names of certified MBEs and WBEs can be found on SCDOT's website.

WARRANTY:

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

BID SUBMITTAL:

Bids will be submitted in a sealed envelope with the Project Number, Contractors Name clearly marked on the outside of the envelope. Bids must be submitted no later than to 3:00 PM, Thursday, July 18, 2024, to qualify as valid bid. Any bid after this time will be rejected.

BID FORM FOR: Union County Road Resurfacing

ITEM NO.	ITEM	QTY	Unit	Unit Cost	Total Cost
1031000	MOBILIZATION	1	LS		
1032010	BONDS & INSURANCE	1	LS		
1071000	TRAFFIC CONTROL	1	LS		
4012060	FULL DEPTH PATCHING (6")	600	SY		
3050103	GR'D AGGR. BASE.CR. (16,209 SY) VARIABLE DEPTHS	16209	SY		
3050103B	GR'D AGGR. BASE.CR. (ADDT"NL STONE) VARIABLE DEPTHS	700	TON		
4030340	H/M ASPHALT SURFACE T-C	8750	TON		
4011004	LUIQUID ASPHALT BINDER PG64- 22	482	TON		
	BASE	BID TOTA	AL		

	CTC BASE BID TOTAL = \$
In Words:	
Company Name	Authorized Signature

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

CERTIFICATE OF FAMILIARITY

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

Company Name as registered	Authorized Signature with the IRS				
Correspondence Address	Printed Name				
City, State, Zip	Title				
Date	Telephone Number	Fax Number			
CONTRACTOR'S LICENSE #					
Remittance Address					
City, State, Zip					
Telephone Number	Toll-Free Number if available				
Federal Tax ID Number	SC Sales and Use Tax Number	•			
Rev 05/11/19					
DOES YOUR FIRM OWE THE COUNTY	OF UNION ANY DELINQUE	NT BUSINESS PROPERTY TAXES?			
YES/ NO					

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITTAL SHEET

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

¹ Name & Address of DBE's (Subcontractor or Supplier)	² Percent	A	escription of pproximate (percent whe	Quantity	ate)	⁵ Dollar Value
		Item	Qty.	Unit	⁴ Unit Price	

The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

- Percent show percent of total contract amount committed to each DBE listed.
- ³ All information requested must be included unless item is listed in proposal on a lump sum basis.
- ⁴ Unit Price show unit price quoted by DBE.
- ⁵ Dollar Value extended amount based on Quantity and Unit Price.
- ⁶ Applies to lump sum items only.

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

SWORN to before me this					
day of	, 20		_	Company	
		(Seal)	By:		
Notary Public for		=			
My commission expires:			Title:		

TO: RUSTY SNIDER, PUBLIC WORKS DIRECTOR

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

REQUEST FOR WRITTEN RESPONSE TO QUESTIONS

BID NO. PW-2024-06-101 RESURFACING VARIOUS UNION COUNTY ROADS

Deadline for submitting questions is **July 15, 2024** @ **5:00 PM**OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)

COUNTY OF UNION Procurement Services,

SPECIAL PROVISIONS FOR

Union County Road Resurfacing

THE PROJECT

The Union County Department of Public Works is seeking competitive bids from qualified contractors for the purpose of resurfacing various roads and streets within Union County, SC. It also intended that the contract will be used to address Union County's hot mix asphalt needs during the life of the contract. A list of roads, containing length, width and approximate depth of paving has been provided as an attachment to this document (EXHIBIT A). Due to a finite budget, and the uncertainty of actual bid amount, the County may add or delete roads in their entirety or adjust either, the length, width and/ or depth to meet budgetary limits. Decisions may be made during construction to change depths of asphalt, alter widths or add extra base as the situation dictates at the discretion of the ENGINEER. Described herein are the Standard Specifications that detail specific items of work. The omission of a certain specification does not relieve the contractor from his obligation to provide to Union County all work according to SCDOT specifications as they relate to the resurfacing work activities as described in this Bid Document.

- **Note 1**: At the time of the bid opening, Union County CTC Funds available to do most of the roads on the Union County Road List (EXHIBIT A), unless bids are excessively high. Additional funds are expected in fiscal year 2025 to resurface more streets and roads within the county. Also, funds are expected to be available to resurface parking lots and other paving projects within the time limits of the contract awarded for this project. However, Union County is under no obligation to award the initial contract nor future additions to contract if it chooses not to do so.
- **Note 2**: Due to low traffic volumes on the roads to be resurfaced, no permanent construction signs will be necessary; however, but proper temporary traffic control according to SCDOT guidelines for Work Zone Safety must be set up during all construction activity. There will **not** be a payment for traffic control and it is considered incidental to construction and the cost of necessary traffic control must be absorbed in the unit prices of other items in the contract.
- **Note 3**: Two county roads on the county road list, Lula Green Rd and John Meador Rd, both with A priorities, are existing gravel roads. These roads will require reshaping to a desired cross section, setting up the stone to obtain desired compaction and prepping for application of the surface course. In many cases stone base will need to added to the existing stone and incorporated in the base course to reach the desired compacted base. The amount of stone included in bid package is strictly an estimate and no testing was done to make that determination. The amount of stone to be added will determined by the Engineer and contractor's field superintendent.
- **Note 4**: The CONTRACTOR will be required to prepare all pavements to be resurfaced, including clipping edges of pavement, cleaning pavement surfaces free of dust and dirt by using power broom and/or blower. Contractor must ensure an even coat of tack is placed upon the pavement surface prior to resurfacing with Hot Asphalt Mix specified.
- **Note 5**: If a change in Quantities is warranted during construction, it shall be requested and approved in accordance with the "Estimated Quantities" provision as stated in the General Conditions.
- **Note 6**: All work done by the Contractor must be in accordance with the South Carolina Department of Transportation 2007 Standard Specification for Highway Construction unless otherwise instructed by Union County Department of Public Works and be warranted for a period of 1-year from acceptance of completion against any defect, failure, etc. caused by the materials, workmanship, etc. The absence of any specification in this bid document does not relieve the CONTRACTOR of the responsibility to perform **all** construction in accordance with SCDOT 2007 Standard Specifications.

SPECIFICATIONS

NOTE: All work not listed in the below specifications, will be completed according to SCDOT 2007 Standard Specifications for Highway Construction.

Item No. 1031000 - MOBILIZATION

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

Item No. 1071000 - TRAFFIC CONTROL

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

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

- .01 **DESCRIPTION:** This work shall consist of all labor, supervision, material, equipment and services necessary and incidental for repairing asphalt pavements by removing all of the existing pavement and replacing the removed material with hot mix asphalt. This item shall be used at locations and to the limits as marked in the field, listed herein and/or as directed by the Engineer. Refer to standard detail plate for Full Depth Patching located herein.
- **MATERIALS:** HMA Intermediate Course (Type C). Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.2 and 402.2 in its entirety.
- **.03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.3 in its entirety.
- **.04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 401.4 in its entirety and the following.
 - **A.** A pre-patch meeting with the Paving Foreman and Engineer shall be held to select the limits of patching prior to the start of work.
 - **B**. No patches shall be left unfinished at the end of the work day, without approval by the Engineer.
- .05 MEASUREMENT AND PAYMENT: Full Depth Asphalt Patch will be measured and paid for at the Contract unit price bid per SY. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing and incidentals necessary to complete the work. Patches constructed outside the limits agreed to with the Engineer will not be paid for.

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

- **DESCRIPTION:** This work shall consist of furnishing and installing Hot Mix Asphalt (HMA) as shown herein or as directed by the Engineer. HMA shall consist of crushed stone, crushed slag, or crushed gravel and fine aggregate, slag, stone screening or a combination thereof combined with asphalt cement. The Engineer will permit the use of HMA Surface Course containing RAP material in the specified mixes. This material must meet SCDOT requirements. At any time during the period of the Contract, the Owner may increase, decrease, delete, or substitute HMA tonnage listed herein at its discretion.
- **.02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.2 in its entirety.
- **.03 EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.3 in its entirety.
- **.04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 403.4 in its entirety and the following:
 - **A.** When it is necessary to maintain traffic on a road or a section of road before the prime coat has time to sufficiently dry to prevent pickup, apply sand or some approved granular material as a cover as directed by the Engineer. The cost of furnishing this material and performing this work shall be incidental to the cost of the Hot Mix Asphalt.
 - **B.** The Contractor shall protect the pavement against damage from all causes. Any part of the pavement that is damaged shall be repaired or replaced by and at the expense of the Contractor.
 - C. HMA shall be placed only when the ambient air temperature at the surface is at least 40° F (4° C) and rising.
 - **D.** All HMA shall be compacted by rolling, with approved equipment, to an in-place density of 92.0 to 97.0 percent of the maximum density.

- **MEASUREMENT AND PAYMENT:** Refer to Section 401.5 and Section 403.5 of the SCDOT Specification Booklet and the following:
 - **A.** Hot Mix Asphalt pavements will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for furnishing, mixing, hauling, placing, testing, prime coat, labor, equipment, tools and incidentals necessary to complete the work.
 - **B.** Adjustment of existing visible manholes, valve boxes, inlets or other structures will not be measured but the cost will be incidental to the Contract unit price bid per ton for Hot Mix Asphalt pavement unless otherwise specified in the Contract documents.
 - **C.** All costs for constructing or removal of tie-ins, final or temporary shall be considered incidental to the price per ton for HMA Surface Course
 - **D.** Due to current fluctuations in cost of asphalt binder, an adjustment <u>may</u> be made to the final contract unit price of the H/M Asphalt Surface Course if the price for liquid asphalt binder **fluctuates significantly (greater than 10% up or down) from the prevailing price as bid.** Any adjustment made will be based upon the contractor providing a valid justification with supporting documentation as to why an adjustment is warranted.

For purposes of this price adjustment, the asphalt binder is assumed to be of approximately 5.5 % of the total asphalt by weight unless the liquid asphalt binder content percentage is certified by the HMA supplier for each batch.

Item No. 3050103 – GRADED AGGREGATE BASE (3" VARIABLE)

DESCRIPTION: This section contains specifications for the materials, equipment, construction, measurement, and payment for construction of a base course composed of the graded aggregate materials specified herein on a properly prepared foundation (subgrade or subbase) in conformance with the lines, grades, dimensions, and cross-sections shown on the Plans or as directed by the Engineer. Prime Coat will not be paid for, it will be considered as incidental to Item no. 3050108 Graded Aggregate Base.

When the Contract specifies a graded aggregate base course, the following base courses listed below may appear on the proposal as alternates:

- Macadam Base Course, (Prime Coat App. Rate: 0.25-0.30 GAL/SY)
- Marine Limestone Base Course, or (Prime Coat App. Rate: 0.10-0.15 GAL/SY)
- Recycled Portland Cement Concrete Base Course. (Prime Coat App. Rate: 0.25-0.30 GAL/SY)

When alternates appear in the proposal, select the intended bid alternate and provide unit bid prices only on that alternate. The contractor is responsible for adjusting the amount of Prime Coat required based on SCDOT 2007 Standard Specifications for Highway Construction Section 305 in its entirety.

Marine limestone aggregate is generally found in the coastal plain area of the state and is defined as any limestone aggregate not meeting the classification of dolomitic limestone. Fossiliferous limestone aggregate and recrystallized limestone aggregate are considered marine limestone aggregates.

- **.02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.2 in its entirety.
- **EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.

- **.04 CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.4 in its entirety.
- **MEASUREMENT AND PAYMENT:** Graded Aggregate Base Course will be measured and paid for at the Contract Unit Price per Square Yard.

The square yard, the quantity for the pay item Graded Aggregate Base Course (of the required uniform thickness) is the surface area of the base constructed as specified and measured by the square yard (SY) of base course in-place, complete and accepted. The area of base course constructed outside the area designated is disregarded in computing the quantity.

Payment is full compensation for constructing the graded aggregate base course as specified or directed and includes preparing the foundation, furnishing, hauling, placing, spreading, mixing, adding water, shaping, compacting, finishing, applying prime coat, maintenance, reconstruction (if necessary) of the base course, and all other materials, labor, equipment, tools, supplies, maintenance, and incidentals necessary to complete the work in accordance with the Plans, the Specifications, and other terms of the Contract.

Item No. 3069900 -MAINTENANCE STONE

- **.01 DESCRIPTION:** This work shall consist of Maintenance Stone for use as directed by the Engineer.
- **.02 MATERIALS:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.2 in its entirety.
- **EQUIPMENT:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.
- **CONSTRUCTION:** Refer to the SCDOT 2007 Standard Specifications for Highway Construction Section 305.3 in its entirety.
- .05 MEASUREMENT AND PAYMENT: Maintenance Stone will be measured and paid for at the Contract Unit Price Bid per Ton. The payment will be full compensation for all material, labor, equipment, tools, grading, materials, compacting, testing, water, and incidentals necessary to complete the work.

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 GENERAL:

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

1.02 SUBSTANTIAL COMPLETION:

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 FINAL INSPECTION:

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

3.02 REINSPECTION FEES:

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

3.03 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER:

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

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

3.04 PAYMENT:

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

PROJECT: LOCATION: OWNER: , Contractor (Company Name) for the above referenced project, do hereby warrant that all labor and materials furnished and work performed are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defect due to defective materials or workmanship for a period of one year from Date of Substantial Completion. This warranty commences on: (Date of Substantial Completion Affixed by Engineer) and expires on: (Two Years from Commencement Date) This warranty covers that portion of the project described below: Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the defect shall, upon written notice by the Owner, be made good by the Undersigned at no expense to the Owner. Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner. For: (Company Name) By:

Title:

CONTRACTOR WARRANTY FORM

AFFIDAVIT OF PAYMENT

10 A	Il Whom It May Concern:					
	WHEREAS, the undersig	ned has been employed by furnish labor and materials for				
	work, und	er a contract.	fo	for the improvement of		
prope	erty described as,			_ in the		
	of	County of	, State of	of which		
	NOW, THEREFORE, th			,		
	certified that, except as I and equipment furnished against the Contractor for	Contractor for the above-named of sted below, he has paid in full , for all work, labor, and service or damages arising in any man ch the Owner or his property missing in the or the or his property missing in any man ch the Owner or his property missing in the original design.	or has otherwise sares performed, and former in connection v	tisfied all obligations for all known indebted with the performance	for all materials lness and claims	
	EPTIONS: (If none, write "I er for each exception.)	None". If required by the Owner	, the Contractor sha	ll furnish bond satisfa	ctory to the	
ATT.	ACHMENTS:					
1. 2. 3. 4.	Contractor's Release or V	al Payment. (Whenever Surety is Vaiver of Liens, conditional upovers of Liens from Subcontract Release of Liens.	n receipt of final pa	yment.		
		CONTRACTOR (Name	of sole ownership,	(SEAL) corporation or partne	rship)	
		(Signato	are of Authorized R	(SEAL) epresentative)		
(Affi	x corporate					
seal l						
		TITLE:				

AFFIDAVIT OF RELEASE OF LIEN

To Al	l Whom It May	Concer	n:						
	WHEREAS,	the	undersigned	has be	en employ	ed	by		
							to furnish labor an	nd materials for	
								work,	
under	a contract						, State of	for	
the im	provement of pro	operty o	described as, _					in	
	of			Count	y of		, State of _		of which
							is the Own	ner,	
	NOW, THERE	EFORE	, this day o	of, 2	20_,				
	certifies that to of Lien attache	the be d heret Work,	est of his know to include the labor or servi	vledge, inf Contractor ces, who h	formation and r, all Subcont have or may	d bel tracto have	act pursuant to the C ief, except as listed ors, all suppliers of the liens against any pabove.	below, the Releas naterials and equi	ses or Waivers pment, and al
	EPTIONS: (If nor r for each except		e "None". If r	equired by	the Owner, t	the (Contractor shall furn	ish bond satisfact	ory to the
ATTA 1. 2.							ipt of final payment d material and equip		
								(SEAL)	
			CONTRAC	CTOR (Na	ime of sole or	wne	rship, corporation or	partnership)	
								(SEAL)	
			(Signature	of Author	ized Represe	ntati	ve)		
	corporate								
seal h	ere)				m				
					TITLE:				

FINAL WAIVER OF LIEN

ay Concern

WHEREAS, t	he undersigned has been	employed by	
	to furnish	labor and materials for	work, under
a contract	for the	e improvement of property descri	lbed as
		in the C of which Union County is	ounty of
	, State of	of which Union County is	the Owner,
NOW, THEREFORE,	this day of, 20		
for and in consideration	on of the sum of (E)		
does hereby waive and the improvements the labor, services, materia	d release any lien rights to reon, and on the monies	o, or claim of lien with respect to or other considerations due to b machinery heretofore or which ma	and on said above described premises, and ecome due from the owner, on account of ay hereafter he furnished by the undersigned
	(F)	(2	SEAL)
	(Name of so	ole ownership, corporation or part	nership)
(Affix corporate			
seal here)		(SEAL) Authorized Representative)	
	(Signature of	Authorized Representative)	
	TITLE:		
	OR FINAL WAIVER	or or services or materials or both	

- 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.
- Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

Construction Industry Affairs Committee of Chicago

	CONSENT OF S	URETY FOR FINAL PAYMENT	
	Project Name		
	Location		
	Project No		
	Contract No.	·····	
	Type of Contract _		
		rt	
In accordance with the p named surety:	rovisions of the above-name	ed contact between the Owner and the Contractor, the following	ng
on the Payment Bond of	the following named Contra	actor:	
hereby approves of final		and further agrees that said final payment to the Contractor shits obligations to the following named Owner: as set forth in s	
Contractor in accordant Documents.	nce with Section 00800, Su	Fect at least until one year after the final payment to the pplementary Conditions, Paragraph SC-8 in the Contract	
of		s hereunto set its hand and seal this day	
		(Name of Surety Company)	
(Affix corporate seal here)		(Signature of Authorized Representative) TITLE	

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

Sample Contract

CONTRACT AGREEMENT PW-2024-06-101

			, 2024 by and between Union County, hereinafter
called "COU	NTY" and, hereinafter called	1 "CONTRACTO	doing business as a corporation in
	, neremaner canec	1 CONTRACTO	к.
WITNESSET	TH: That for and in consid	leration of the pay	ments and agreements hereinafter mentioned:
1.		nd conditions of t	struction on the resurfacing of Union County roads he PW-2024-06-101 BID DOCUMENT, attached to
2.			he material, supplies, tools, equipment, labor and other d completion of the work described herein.
3.	as provided for in the BI ten (10) days of receipt Eighty (180) consecuti	D DOCUMENT of the NOTICE Tive calendar day	resurfacing of the roads on the Union County road list and any subsequent Addendum to said document within TO PROCEED and will complete the same within One is from NOTICE TO PROCEED, as described in Bid is extended otherwise in writing by the COUNTY.
4.	unit prices for estimate Contractor understands t	ed quantities as sthat additional roa	and comply with the terms therein for the sum of Dollars (\$) based upon shown in the BID FORMS submitted by Contractor. ds and quantities may be added or removed thus altering be paid based upon actual work units completed and
5.	initial list of roads used be appropriated to pave a anticipated that funds w paving. The contractor a	to arrive at the co an additional list of till be appropriate agrees to complete the Bid Forms used	nat this contractual agreement is to continue beyond the intractual amount above. It is anticipated that funds will of roads in 2025 and county owned parking lots. It is also ed for some parking lots prior to completion the initial e these future resurfacing projects at the same unit cost it to arrive at the above contracted amount subject to any JMENT
	± •		CTOR in the manner and at such times as set forth in the red by the BID DOCUMENT. A 10% retainage will be

project and County will pay promptly.

held from each monthly invoice for road and street paving. County may decrease this retainage to 5% when Seventy-Five Per Cent (75%) of total roads have been completed by CONTRACTOR. Final payment will be made by COUNTY on completion and acceptance of all work. COUNTY will not withhold a retainage amount for individual paving projects such as parking lots. CONTRACTOR will invoice COUNTY at the completion and acceptance of each individual

- 7. This AGREEMENT will expire, December 30, 2024 unless extended in writing and agreed upon by both Parties. It is further agreed that if both parties mutually agree, this contract may be extended under the same terms and conditions for one additional year from the expiration date.
- 8. The CONTRACTOR agrees that jurisdiction over any dispute arising under or in relation to the contract is vested in the Sixteenth Judicial Circuit with venue in the Union County Court of Common Pleas.
- 9. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

	CONTRACTOR:
	BY:
	TITLE:
WITNESS:	_
TITLE:	_
	COUNTY:
	BY:
	TITLE: Union County Supervisor
WITNESS:	_
TITLE:	

EXHIBIT A Road List

			RD	LGTH	LGTH	WIDTH		PVMT DEPTH (Lb/SY) STONE	
PR'TY	ROAD NAME	COMMUNITY	NUM	(FT)	(MI)	(FT)	SQ YDS	(TONS)	COMMENTS
Α	WILL PALMER RD	UNION	C-1515	1560	0.30	11	1906.67	165	Resurface
Α	HOGPEN RD	UNION	C-1574	335	0.06	12	446.67	165	Resurface
Α	LAWSON RD	UNION	C-1509	1150	0.22	14	1788.89	165	Resurface
Α	VARNER	UNION	C-1528	467	0.09	10	518.89	165	Resurface
Α	SANDERS RD	UNION	C-1526	981	0.19	10	1090.00	165	Resurface
Α	LULA GREEN RD	CARLISLE	C-2510	8400	1.59	12	11200.00	225	Resurface
A	LULA GREEN RD	CARLISLE	C-2510	8400	1.59	12	11200.00	500	Shape, Compact and Prep Gravel
A	JOHN MEADOR	UNION	C-1603	3220	0.61	14	5008.89	225	Resurface Shape,
А	JOHN MEADOR	UNION	C-1603	3220	0.61	14	5008.89	200	Compact and Prep Gravel
В	WARDLAW	OTTARAY	C-1558	1231	0.23	18	2462.00	165	Resurface
В	LINE ST	OTTARAY	C-1548	983	0.19	16	1747.56	165	Resurface
В	LOWE ST	OTTARAY	C-1567	396	0.08	18	792.00	165	Resurface
В	1ST ST	OTTARAY	C-1550	978	0.19	18	1956.00	165	Resurface
В	GLENN CT	OTTARAY	C-1551	264	0.05	12	352.00	165	Resurface
В	OTTARAY CT	OTTARAY	C-1553	517	0.10	16	919.11	165	Resurface
В	AETNA ST	OTTARAY	C-1552	260	0.05	18	520.00	165	Resurface (1ST ST TO 2ND ST)
В	2ND ST	OTTARAY	C-1554	330	0.06	16	586.67	165	Resurface
В	3RD ST	OTTARAY	C-1555	340	0.06	17	642.22	165	Resurface
В	4TH ST	OTTARAY	C-1556	982	0.19	17	1854.89	165	Resurface
В	5TH ST	OTTARAY	C-1557	456	0.09	16	810.67	165	Resurface
В	ELLIS ST	UNION	C-1503	1695	0.32	13	2448.33	165	Resurface
В	MCABEE Dr	UNION	C-1505	238	0.05	10	264.44	165	Resurface
В	SCOTT ST	UNION	CITY	1837	0.35	14	2857.56	165	Resurface
В	WINBUSH LN	UNION	CITY	348	0.07	12	464.00	165	Resurface
В	GOINGS LN	UNION	CITY	388	0.07	12	517.33	165	Resurface
В	ROGERS CIR	UNION	CITY	340	0.06	12	453.33	165	Resurface
В	E. HENRIETTA ST	UNION	CITY	1130	0.21	18	2260.00	165	Resurface
С	RIDGEVIEW RD	JONESVILLE	C-0703	2341	0.44	10	2601.11	165	Resurface
С	BETHANY CHURCH RD	JONESVILLE	C-0706	595	0.11	12	793.33	165	Resurface

С	BALL PARK DR	JONESVILLE	C-0669	430	0.08	10	477.78	165	Resurface
С	FIRETOWER Rd	JONESVILLE	C-0621	1726	0.33	12	2301.33	165	Resurface
С	WILD TURKEY LN	PACOLET	C-0203	2254	0.43	15	3756.67	165	Resurface
С	APRIL RD	PACOLET	C-0202	280	0.05	12	373.33	165	Resurface
С	CEDAR LN	PACOLET	C-0204	2725	0.52	13	3936.11	165	Resurface
С	POPLAR RD	JONESVILLE	C-0611	6381	1.21	14	9926.00	165	Resurface
С	MOORE ST	JONESVILLE	C-0656	544	0.10	12	725.33	165	Resurface
С	FRANKLIN ST	JONESVILLE	C-0655	1653	0.31	12	2204.00	165	Resurface
С	OAK ST	JONESVILLE	C-0659	260	0.05	12	346.67	165	Resurface
С	ALMAN ST	JONESVILLE	C-0610	600	0.11	12	800.00	165	Resurface
С	LYBRAND St	JONESVILLE	City	1200	0.23	20	2666.67	165	Resurface
С	GIDEON St	JONESVILLE	C-0068	1275	0.24	14	1983.33	165	Resurface
С	GAULT St	JONESVILLE	C-0604	448	0.08	14	696.89	165	Resurface
С	FAIRVIEW St	JONESVILLE	C-0630	2,350.00	0.45	12	3133.33	165	Resurface
С	BROOKSIDE Dr	JONESVILLE	C-0632	500.00	0.09	10	555.56	165	Resurface
С	MORRIS FARM RD	JONESVILLE	C-0607	8,850.00	1.68	17	16716.67	165	Resurface
					14.18				

NOTE: All widths are average widths, pave to existing pavement edge. Access to all driveways will be maintained throughout the project. Driveway apron will be paved 3' from pavement edge unless directed otherwise by Engineer.