

**SECTION 01105
ADVERTISEMENT FOR BIDS**

PROJECT: CCA 60-INCH SEWER UPGRADE – PHASE 1

OWNER: GREENWOOD METROPOLITAN DISTRICT

ENGINEER: CHA CONSULTING, INC.

RECEIPT OF BIDS: Sealed bids for the construction of the above-referenced project will be received by the Owner at the Office of the Greenwood Metropolitan District, 110 Metro Drive, Greenwood, SC until 3:00 PM, local time, on Wednesday, August 9, 2023 and at said Office will be publicly opened and read aloud.

PRE-BID CONFERENCE: A Pre-Bid Conference will be held at 11:00 AM, local time, on Thursday, July 27, 2023 at the Office of the Greenwood Metropolitan District, 110 Metro Drive, Greenwood, SC. The Pre-Bid Conference is not mandatory but Bidders are strongly encouraged to attend.

PROJECT DESCRIPTION: The work consists of installing approximately 2,576 feet of new 60-inch gravity trunk sewer and 320 feet of new 8-inch gravity connector sewers; installing approximately 11 new precast concrete manholes; crossing one road via bore-and-jack; crossing two roads via open cut; traffic control and pavement restoration as required; lowering the existing grade along a portion of the proposed trunk sewer; installing soil and erosion control devices; performing complete restoration as required; performing bypass pumping as necessary; and performing all other miscellaneous work required to complete the Project.

DOCUMENTS AVAILABLE: Copies of the Contract Documents may be purchased from the Engineer at 6592 Bob White Trail, Stanley, NC 28164 (phone: 704-822-8444). The cost for the Project Plans and Specifications is \$100 per set. The payment represents reproduction costs and is non-refundable. Payment must be received by the Engineer prior to mailing the Contract Documents. Digital copies will be provided at no charge.

FUNDING PARTICIPATION: This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP). All federal SCIIP requirements will apply to the contract. **All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM).** Bidders must comply with Title VI of the Civil Rights Act of 1964, The Fair Housing Act, Title III of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, the Contract Work Hours and Safety Standards Act, the Clean Air Act, the Federal Water Pollution Control Act, the Copeland "Anti-Kickback" Act, and all other requirements as described in the SCIIP SPECIAL PROVISIONS.

SECURITY: Each bid must be accompanied by a certified check of the Bidder or by a Bid Bond made payable to the Owner, for an amount equal to not less than five percent (5%) of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a one hundred percent (100%) Performance Bond and one hundred percent (100%) Payment Bond will be furnished.

OWNER'S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject any or all Bids if it is in the Owner's best interest to do so.

(End of Section 01105)

SECTION 01110

INFORMATION FOR BIDDERS

1. **RECEIPT AND OPENING OF BIDS:**

1.1 Bids will be received and opened as specified in the Advertisement for Bids.

2. **LICENSES:**

2.1 The attention of the Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any or all portions of the work included in his Bid.

2.2 All Bidders submitting a Bid shall have a currently valid "Contractor's License" for the State of South Carolina. These license numbers shall be shown on the Bid Schedule immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

2.3 Subcontractors who will be engaged by the General Contractor shall also hold the licenses as required by the State of South Carolina. The General Contractor and all Subcontractors shall be responsible for determining all licensing requirements by the State of South Carolina.

3. **BID SECURITY:**

3.1 Each Bid must be accompanied by a certified check from the Bidder or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, both made payable to the Owner, in the amount not less than five percent (5%) of the Bid. If the Bidder chooses to submit a certified check, the check shall be made payable to the Owner with the project name and "For Bid Security" in the memo line.

3.2 Bid Security will be returned to each Bidder after the Contract and Contract bond(s) have been executed. Bid securities may be returned earlier to unsuccessful Bidders, at the option of the Engineer.

4. **EXAMINATION OF DRAWINGS AND SPECIFICATIONS:**

4.1 Each Bidder shall carefully examine the Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, and other documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the documents and/or correct such error, discrepancy, conflict or omission and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after the Bids are received for oversight by a Bidder.

5. **EXAMINATION OF SITE:**

5.1 Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing

the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

6. **INFORMATION NOT GUARANTEED:**

- 6.1 All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, pipe diameters, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.
- 6.2 It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.
- 6.3 It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or grounds of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.
- 6.4 If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

7. **INFORMATION AVAILABLE TO BIDDERS:**

(NOT USED)

8. **ADDENDA AND INTERPRETATIONS:**

- 8.1 No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents will be made orally to any Bidder by the Engineer prior to award of the Contract.
- 8.2 Every request for such interpretation should be in writing addressed to the CHA Consulting, Inc. 6592 Bob White Trail, Stanley, NC 28164, Phone: 704-822-8444. To be given consideration, such request must be received at least five (5) days prior to the date scheduled for the opening of bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be mailed by overnight delivery and/or via electronic delivery to all prospective Bidders (at the respective address furnished for such purposes), not later than two (2) days prior to the date scheduled for the opening of bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

9. **COMPLETE WORK REQUIRED:**

- 9.1 The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or

quantities therefor, the Drawings shall govern. It shall be the responsibility of the Bidder to call the attention of the Engineer to obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

10. **LAWS AND REGULATIONS:**

10.1 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included as though herein written out in full.

11. **TIME FOR COMPLETION:**

11.1 The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

12. **LIQUIDATED DAMAGES:**

12.1 The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the scheduled date of completion or authorized extended time of completion.

13. **TELEGRAPHIC MODIFICATIONS:**

13.1 Any Bidder may modify his Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time; and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

14. **WORK IN STATE AND COUNTY RIGHTS-OF-WAY:**

14.1 The Owner will obtain the necessary easements and permits for construction across both County and State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this Contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform with the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices bid. No additional compensation will be allowed for such costs after award of the Contract.

14.2 The Contractor will not encroach on any property unless it has been established that easements have been obtained.

15. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:**

15.1 The work comprises approximately the quantities shown in the Bid Schedule which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

15.2 The Owner reserves the right to increase or decrease the amount of work under each Bid Item in the Contract by any amount without any change to the unit prices bid.

16. **ITEMS AND INDETERMINATE ITEMS:**

16.1 The work to be done under this Contract has been divided into items, and items having sub-items to enable each Bidder to bid on the different portions of the work in accordance with his unit price estimate of their cost, and so that the actual quantity of work executed under each item, or sub-item, may be paid for at the unit price bid for the particular item, or sub-item, even though such quantity is greater or less than the estimated quantity stated in the Bid.

17. **ESTIMATED QUANTITIES:**

17.1 Bidders must satisfy themselves of the accuracy of the estimated quantities of the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

18. **FEDERAL AND/OR STATE FUNDING:**

18.1 Any Federal and/or State Funding for this Project shall be as specified in the Bid Advertisement and/or the Special Provisions Section of these Specifications.

19. **SUBMITTING BIDS:**

19.1 Each Bid must be submitted on the prescribed Bid Schedule. All blank spaces for bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid is required, either bound in the Contract Specifications or only the Bid Section of the Specifications.

19.2 The Bid must be signed manually, in ink, by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature. If the Bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address for each member of the partnership must be shown. If made by a corporation, the person signing the Bid shall give the name of the state under the laws of which the corporation was chartered and the name, titles and business address of the president, secretary, and the treasurer. Anyone signing a Bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

19.3 Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. The Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

19.4 Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside as BID FOR CCA 60-INCH SEWER UPGRADE - PHASE 1, addressed and delivered as shown below:

19.4.1 Upper Left Hand Corner:

Bidder's Name
Bidder's Address

19.4.2 Center of Envelope

To: GREENWOOD METROPOLITAN DISTRICT

19.4.3 Lower Left Hand Corner:

Bid for Construction of: CCA 60-INCH SEWER UPGRADE - PHASE 1

S. C. General Contractor's License No. _____

19.4.4 If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to:

U.S. MAIL AND OVERNIGHT DELIVERY
GREENWOOD METROPOLITAN DISTRICT
110 METRO DRIVE
GREENWOOD, SC 29646
PHONE: 864-942-3900

20. **COMPARISON OF BIDS AND METHOD OF AWARD:**

20.1 The Contract will be awarded to the responsive, responsible bidder submitting the lowest total bid complying with the conditions of the Contract. The Bidder to whom the award is made will be notified at the earliest possible date.

The Bid Form is divided into Part A – Base Bid – CCA 60-Inch Sewer Upgrade – Phase 1 (which includes the estimated/expected scope of work that will be performed under this contract) and Part B – Additive Bid Alternative – Added Worked and Alternate Materials (which includes additional bid items that may be added to the Contract). The Owner will review the Total Base Bid amount and the Additive Bid Alternate amount and will award the Contract based on the Total Base Bid amount only or the Total Base Bid amount plus the Additive Bid Alternate amount. The final method for awarding the contract and determining the lowest, responsive bidder shall be at the sole discretion of the Owner and will be determined by the Owner after receipt and review of bids. Bidders shall not have any unbalanced bid items including the bid prices for the bid alternate items.

Should any of the substitute alternate(s) be less expensive than their counterparts listed in Part A, the Contractor shall provide a negative unit price that represents a deduction to the unit price of the referenced bid item in Part A. After completion of the Work, the Contractor will receive the aggregate of the two amounts listed on the Bid provided that the alternate's unit price is negative. If both unit prices listed in Part A and Part B are positive, only the amount from Part A will be paid. The Owner reserves the right to award the contract with all, part, or none of any listed alternate.

20.2 The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete contracts on time of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. In the event there is a discrepancy between the unit price and/or the computed total amount, the unit price shall govern. In the event of discrepancy between the prices quoted in the Bid in words and those quoted in figures, the words shall control. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

- 20.3 The Owner reserves the right to reject any and all Bids contingent upon the availability of funding for the project.
- 20.4 The basis for determining Responsiveness and Responsibility of the Low Bidder shall be as defined below. The determination by the Owner as to whether any or all of the items listed are satisfactory shall be conclusive and final.

A. Responsiveness will be defined by:

1. The completeness and regularity of Bid Form.
2. A Bid Form without excisions or special conditions.
3. A Bid Form having no alternative bids for any items unless requested in the technical specifications.
4. A Bid Form which acknowledges receipt of all addenda.
5. A Bid whose item prices are not unbalanced. An unbalanced Bid is defined as a Bid Offering which is:
 - (a) Unreasonably low prices on all or certain Bid items;
 - (b) Unreasonably high prices on all or certain Bid items.

B. Responsibility will be based on whether the bidder:

1. Maintains a permanent place of business.
2. Has adequate plant equipment to do the work properly and within the time limit that is established.
3. Has adequate financial status to meet their obligations contingent to the work.
4. Has a work history which indicates an ability to meet their obligation under the conditions of the Contract.
5. Has sufficient skill, judgment and integrity necessary to faithfully perform the Contract.
6. Has sufficient facilities, equipment and manpower and material necessary to do the job required under the Contract.

C. A Bid will be considered irregular and may be rejected for any one of the reasons listed below. The Owner's determination related to each of the items listed shall be conclusive and final.

1. If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
3. If the Bid does not contain a unit price for each item listed.

4. If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
5. If the Bid contains unit prices that are obviously unbalanced.
6. If the Bid is not accompanied by the Bid Bond specified by the Owner.
7. If the Bid does not acknowledge addenda received.
8. If the Bid does not include all requested information, including names of proposed subcontractors.
9. If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

21. **ABILITY, QUALIFICATIONS AND EXPERIENCE OF BIDDER:**

- 21.1 It is the purpose of the Owner not to award this Contract to any Bidder who does not furnish satisfactory evidence that he has the experience of successfully completing projects of this type and magnitude and that he has sufficient capital, equipment, and personnel to enable him to prosecute the work successfully and to complete it in the time named.
- 21.2 Before a Bid is considered for award, the Bidder may be requested by the Owner to submit a statement of facts in detail as to his previous experience in performing similar or comparable work, and of his business and technical organization and financial resources and plant available to be used in performing the contemplated work.
- 21.3 The successful Bidder will be required to construct the work with his own directly employed personnel to an extent not less than fifty percent (50%) of the Contract Amount.

22. **WITHDRAWAL OF BIDS:**

- 22.1 Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of bids or authorized postponement thereof.
- 22.2 No Bidder may withdraw his Bid for a period of ninety (90) days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

23. **DISQUALIFICATION OF BIDDERS:**

- 23.1 More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. The low Bidder will be required to provide a letter stating that he has not colluded with any other Bidder in preparation of his Bid. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

24. **GUARANTY BONDS:**

- 24.1 The Bidder to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.
- 24.2 The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina, and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor. Each Bond must be valid for one year beyond the date of final acceptance of the project.
25. **POWER OF ATTORNEY FOR BONDS:**
- 25.1 Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
26. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:**
- 26.1 The successful Bidder, upon his failure or refusal to execute and deliver the Agreement and Bonds required within ten (10) days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid unless time is extended by the Owner.
27. **EXECUTION OF CONTRACT:**
- 27.1 The Owner, within ten (10) days of receipt of Agreement, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
28. **NOTICE TO PROCEED:**
- 28.1 The Notice to Proceed will be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may, by written notice, terminate the Agreement without further liability on the part of either party.

(End of Section 01110)