

Section 00100

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

1.01. Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions and in the Supplementary Conditions. Additional terms used in these Instructions to Bidders shall have the meanings indicated below, which are applicable to both the singular and plural thereof.

- A. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.02. Both inch-pound (English) and SI (metric) units of measurement are specified herein; the values expressed in inch-pound units shall govern.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01. Bidding Documents may be obtained in electronic format from the Office of Owner, 1719 Circle Road, Powdersville, South Carolina.

2.02. Complete sets of Bidding Documents must be used in preparing Bids; Owner and Engineer will assume no responsibility for errors or misrepresentations resulting from the use of incomplete sets of Bidding Documents.

2.03. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

2.04. Neither Owner nor Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01. In order to bid on this Project, the Bidder, under the current company name, shall have installed at least 50,000 LF of 16-inch or larger ductile iron water main or pressurized force main. Project superintendent shall have

experience as project superintendent for projects in which at least 50,000 LF of 16-inch or larger ductile iron water main or pressurized force main was installed. Bidders must be licensed contractors in the state of South Carolina.

Qualifications of any of the Bidder's related or affiliated companies will not be accepted.

Bidder qualification items to be submitted with Bid. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit the following items along with the required Bidding Forms listed in the Table of Contents, and other such data as may be requested by Owner or Engineer.

- A. A copy of financial statement certified by a Certified Public Accountant.
- B. Résumé of previous 5 years (minimum) of experience including project description, owner's name and contact information, contract value, contract duration and actual duration.
- C. Résumés of project manager and project superintendent for the project.
- D. A summary of present commitments, durations, and owner's contact information.
- E. Experience Modification Rate for each of the 3 most recent years.
- F. A copy of contractor's license for South Carolina.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01. Subsurface and Physical Conditions

- A. The Supplementary Conditions identify:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site that are known to the Owner.
 - 2. Physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that are known to the Owner as shown on the Drawings.
- B. Copies of such reports and drawings will be available to Bidder as specified previously. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 5.03 of the General Conditions has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data,

interpretations, opinions, or information contained in such reports or shown or indicated on such drawings.

4.02. Underground Facilities

- A. Information and data reflected in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner and Engineer disclaim responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.03. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Bidding Documents or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 5.06 of the General Conditions.

4.04. Before submitting a Bid, each Bidder may, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to subsurface or physical conditions at or contiguous to the site or otherwise, which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.05. It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda and other related data identified in the Bidding Documents;
- B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. Become familiar with and satisfy Bidder as to all Federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

- D. Carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the General Conditions as modified by the Supplementary Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 5.06 of the General Conditions;
- E. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents and safety precautions and programs incident thereto;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the Work to be performed by Owner or others at the Site that relates to the Work indicated in the Bidding Documents;
- H. Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.06. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement concerning examination of the Bidding Documents and the Site; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents; that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01. A non-mandatory pre-Bid conference will be held for this project on October 27, 2020 at 12:30 p.m. via conference call (call in information: 515-606-5441 Pin: 988733). Bidders are encouraged to attend and participate in the conference but are not required. In response to questions arising at the conference, Engineer will issue Addenda as Engineer considers necessary. Minutes of the meeting will be distributed as a part of an Addendum.

5.02. Bidders are responsible for signing in and for making sure that their names appear on the attendance list which will be attached to the minutes of the pre-Bid conference.

ARTICLE 6 - SITE AND OTHER AREAS

6.01. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise specified in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01. All questions about the meaning or intent of the Bidding Documents shall be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, e-mailed, or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than 14 days prior to the date for opening of Bids may not be answered. Only answers issued by

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

ARTICLE 8 - BID SECURITY

8.01. Each Bid must be accompanied by Bid security made payable without condition to Owner in an amount of 5 percent of Bidder's maximum Bid and in the form of a bid bond issued by a surety meeting the requirements set forth in the Supplementary Conditions. The bid bond shall be submitted on the form included in the Bidding Documents.

8.02. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and to furnish the required contract security within the number of days set forth in the Bid Form, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Agreement or the day after the last day the Bids remain subject to acceptance as set forth in the Bid Form, whereupon Bid security furnished by such Bidders will be returned.

8.03. Bid security of other Bidders who Owner believes do not have a reasonable chance of receiving the award will be returned within 7 days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01. The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Bid Form.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01. Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Application for review of substitute or "or-equal" materials or equipment will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any application for review of substitute or "or-equal" items by Contractor and consideration by Engineer is set forth in Paragraphs 7.04 and 7.05 of the General

Conditions and may be supplemented in the Project Requirements section of Division 1, General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01. If the Bidding Documents require the identity of certain Subcontractors, Suppliers, and other individuals or entities to be submitted to Owner, each Bidder shall submit to Owner with its Bid the List of Subcontractors, completed with the names of all such Subcontractors, Suppliers, and other individuals and entities proposed for those portions of the Work for which such identification is required. The list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity, if requested by Owner. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other individual or entity, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid.

12.02. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other individuals and entities. Declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other individual or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.06 of the General Conditions.

12.03. Contractor shall not be required to employ any Subcontractor, individual, or entity against whom Contractor has a reasonable objection.

12.04. Any Bid conditioned upon furnishing equipment or materials which are not responsive to the Bidding Documents will be rejected.

ARTICLE 13 - PREPARATION OF BIDS

13.01. The Bidding Forms listed in the Table of Contents are bound in the Bidding Documents and may be removed for submission of Bid. All Bidding Forms listed in the Table of Contents and Bidder qualification items listed in Article 3 herein shall be submitted with Bid. The Bid shall be completed in ink.

13.02. All blanks in the Bid Form shall be filled. A bid price shall be indicated for each Bid item listed therein, or the words "No Bid", "No Charge", "No Change", or other appropriate phrase shall be entered.

13.03. A Bid by a corporation shall be executed in the corporate name by the president or the vice-president or by another corporate officer, accompanied by evidence of authority to sign for the corporation.

13.04. A Bid by a partnership shall be executed in the partnership name and signed by a partner, accompanied by evidence of authority to sign.

13.05. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm shall be shown below the signature.

13.06. A Bid by an individual shall show the Bidder's name.

13.07. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.

13.08. The names of all persons signing shall be legibly printed below their signatures. A Bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the Bid of the individual signing. When requested by Owner, evidence of the authority of the person signing shall be furnished.

13.09. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

13.10. No alterations in a Bid by erasures, interpolations, or otherwise, will be acceptable unless each such alteration is signed or initialed by Bidder; if initialed, Owner may require Bidder to identify any alteration so initialed.

13.11. EDA Grant # 04-01-07432: This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program. All contractors and subcontractors must be registered in SAM (System for Award Management).

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01. Bidder shall complete the schedule of unit prices included in the Bid Form.

The total Bid will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02. The Bid shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents as provided in Paragraph 13.02.B of the General Conditions.

14.03. The contingency allowance(s) and cash allowance(s) indicated in the Bid Form shall be included in the total bid.

ARTICLE 15 - SUBMISSION OF BIDS

15.01. Bids shall be submitted no later than the time and at the place indicated in the Invitation to Bid, or at the modified time and place indicated by Addendum. Bids shall be enclosed in an opaque, sealed envelope or wrapping, addressed to:

Mr. Howard D. Spencer, Executive Director
Powdersville Water
1719 Circle Road
Powdersville, South Carolina 29642

15.02. Bids shall be marked with the name, license number, and address of the Bidder and shall be accompanied by the Bid security and other required documents. If the Bid is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate envelope, with the notation "BID ENCLOSED" on the face of it.

15.03. Each bid envelope shall be identified on the outside as follows:

"Bid for 88 Connector Transmission Main"

15.04. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

15.05. Oral, telephone, facsimile, electronic mail, or telegraph Bids are invalid and will not receive consideration.

15.06. No Bidder may submit more than one Bid Form for the same Work. Multiple Bids under different names will not be accepted from one firm or association.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01. A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed, and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01. Bids will be publicly opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, read aloud. An abstract of the amounts of the Base Bids and major alternatives (if any) will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01. All Bids shall remain subject to acceptance for the number of days set forth in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of that period.

ARTICLE 19 - AWARD OF CONTRACT

19.01. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder.

19.02. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and with such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

19.04. In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award.

19.05. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents.

19.06. If the Contract is to be awarded, it will be awarded to the responsible lowest Bidder.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01. The Supplementary Conditions set forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by four (4) unsigned counterparts of the Agreement, with all other Contract Documents except the Drawings which are identified in the Agreement as attached thereto. Within the number of days set forth in the Bid Form, the Successful Bidder shall sign, leaving the dates blank, and deliver the required number of counterparts of the Agreement and attached documents to Engineer with the required bonds and power of attorney. Within 10 days thereafter, Owner shall execute all copies of the Agreement and other Contract Documents submitted by Contractor (Successful Bidder); shall insert the date of contract on the Agreement, bonds, and power of attorney; and shall return all copies to Engineer for review and distribution. Distribution of signed copies shall be as stipulated in the Agreement.

ARTICLE 22 - SALES AND USE TAXES

22.01. Provisions for sales and use taxes, if any, are set forth in the Supplementary Conditions.

ARTICLE 23 - RETAINAGE

23.01. Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 - ASSIGNMENT OF PROCUREMENT CONTRACTS – Not Used.

ARTICLE 25 - LAWS AND REGULATIONS

25.01. Modifications, if any, to the General Conditions concerning Laws and Regulations are set forth in the Supplementary Conditions. Additional provisions, if any, concerning Laws and Regulations are set forth in the Agreement and the Supplementary Conditions.

End of Section