

## ADVERTISEMENT FOR BIDS

Separate sealed bids for the City of Union, SC for Union Mill & Chamber Town Sewer System Rehabilitation will be received at City Hall on 101 Sharpe Avenue, Union, SC 29379 until 2:00 PM (local time) on December 08, 2020, then at said office to be publicly opened and read aloud.

### **The scope of work includes:**

Installing approximately 599 LF of new 8" PVC gravity sewer, 5 new manholes, and rehabilitation of approximately 2,614 LF of existing 8" gravity sewer (cured-in-place pipe) and 10 existing brick manholes in Union Mill Village and Chamber Town area as indicated in the contract documents.

The Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Copies may be obtained from South Carolina Business Opportunities (SCBO) website or complete sets of Contract Documents are available for inspection at the offices of the Owner, the Engineer, at the iSqFt/AGC Plan Room in Charlotte, NC. Engineer's contact information is provided below:

Dwaine R. Falls, PE  
Rogers & Callcott Environmental  
[dfalls@rcenviro.com](mailto:dfalls@rcenviro.com)  
+1 (864) 335-4939

### **Other qualification or bid requirements include:**

This project is being funded in whole or in part by the Rural Infrastructure Authority (RIA). All bids and contracts shall meet the requirements enumerated in the contract documents, specifications and contract

### **LICENSES:**

Each Bidder on work of \$5,000 or more, and each mechanical subcontractor on subcontracts of \$5,000 or more must be qualified under provisions of SC Contractor's Licensing Law, SC Code Section 40-11-10, ET SEQ., 1976, as currently amended. No Bid will be considered unless Contractor's License number is shown on the outside of the sealed Bid, as required by the Law.

### **LOCAL PREFERENCE OPTION:**

Provisions in Appendix A will not apply to this RIA funded project.

The **City of Union**, the Owner, reserves the right to waive any irregularities, or to reject any or all bids.

Each bidder must deposit security in the amount and form specified in the Information for Bidders. No bidder may withdraw his bid within **ninety (90) days** after the actual date of the opening thereof.

City of Union, South Carolina, Utility Department, City Hall, Union, South Carolina. Harold Thompson, Mayor; Mark Brown, Utility Director.

Project : Union Mill & Chamber Town Sewer System Rehabilitation

Client : City of Union – Union, SC

RIA Grant No. : R-20-1259

R&C Project No. : 2020-022

**- END OF SECTION -**

**EQUAL EMPLOYMENT OPPORTUNITY**

Date: \_\_\_\_\_

## INFORMATION FOR BIDDERS

BIDS will be received by the **City of Union, SC** (herein called the "Owner"), at the City Hall on **101 Sharpe Avenue, Union, South Carolina 29379** until **2:00 PM** on **December 08, 2020**, then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the **City of Union**. Each sealed envelope containing a Bid must be plainly marked on the outside as **BID FOR UNION MILL & CHAMBER TOWN SEWER REHABILITATION PROJECT** and the envelope should bear on the outside the name of the bidder, his address, his contractor license number, if required. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the **Utility Department, City of Union, PO Box 987, Union, SC 29379**.

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

The Owner may waive any informalities or minor defects or reject any and all Bids. Minor/mathematical errors discovered during bid review and analysis will be resolved by seeking clarification from the affected Bidder. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within the **90-day period**, the time may be extended by mutual agreement between the Owner and the Bidder.

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

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid schedule by examination of the site and a review of the specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done. Site visits may be scheduled by contacting the **City of Union - Utility Department** at **(864) 429-1721**.

A Bid Bond Power of Attorney is required in an amount equal to at least **five (5) percent** of the amount of the Bid, payable to the **City of Union**, as a guarantee that if the bid is accepted, the Bidder will execute the Contract.

A Performance Bond and Payment Bond, each in the amount of **100 percent** of the Contract Price, with a corporate surety approved by the Owner will be required for the faithful performance of the Contract. Bond forms provided in the Contract Documents are to be used.

Bonding companies shall be licensed and qualified in **South Carolina** as described and listed on the attached list of five pages.

Attorneys-in-fact who sign Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

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

A conditional or qualified Bid will not be accepted.

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

**Method of Award:**

The Contract will be awarded to the responsive, responsible bidder submitting the lowest lump sum bid or lowest elective alternate lump sum bid complying with conditions of the contract documents. The determination of the Owner regarding responsiveness and responsibility of a Bidder shall be conclusive.

**Basis for Determining Responsiveness and Responsibility of the Low Bidder:**

**Responsiveness will include:**

Bid completeness and regularity. Bid without special conditions and without deletions. Bid without alternates unless requested by the specifications or Bid Form. Bid which acknowledges receipt of all addenda. Bid with item prices which are not unbalanced (unreasonably low or high prices on all or some bid items).

**Responsibility will include:**

Adequate facilities, equipment and labor to complete the work properly and within the time limit set. Adequate financial status to meet obligations of the work. Sufficient skill, judgment and integrity to faithfully complete the work. Maintains a permanent place of business. Work history indicating the ability to competently complete the work. A work history of excessive or unreasonable claims for additional time or cost, including those related to increased unit quantities, shall be considered irresponsible.

**Bidding Procedure Protest Period:**

Any protest by actual or prospective bidders who may be aggrieved in connection with the solicitation or award of this contract must be received within **fifteen (15) days** of the bid date. Protests must be made in writing and mailed via certified, registered or overnight mail to Joe Nichols, City Administrator, PO Box 987, 101 Sharpe Avenue, Union, SC 29379. See **Appendix A** for protest procedure and resolution.

Each bidder is responsible to include in his Bid the cost of fees and compliance with permits, laws and regulations. Information on **City of Union** building permit fees and business license fees are available from the **City of Union**. Each out-of-state Contractor shall meet all requirements of the South Carolina Tax Commission and shall provide special bonds required in lieu of special 2% withholding by the City.

Project : Union Mill & Chamber Town Sewer System Rehabilitation

Client : City of Union – Union, SC

RIA Grant No. : R-20-1259

R&C Project No. : 2020-022

Time for completion shall be **180 consecutive calendar days** from the date specified in the "Notice to Proceed". The Contractor must agree to liquidated damages in the amount of **\$300 per day** for each calendar day after the completion date, plus any monies paid by the Owner to the Engineer for services rendered after the completion date.

**STATE PARTICIPATION:**

The Union Mill & Chamber Town Sewer System Rehabilitation project is funded in part by the **South Carolina Rural Infrastructure Authority (RIA)**. All bids and contracts shall meet the requirements enumerated in the contract documents, specifications and contract.

The party to whom the contract is awarded will be required to execute the Agreement and obtain Payment and Performance Bonds within **ten (10) calendar days** from the date a Notice of Award and Agreement forms are delivered.

The City reserves the right to delete work on any sewer line included in the project. The Contractor shall receive no compensation for deleted work.

**- END OF SECTION -**