

BID AND CONTRACT DOCUMENTS

FOR

**DORCHESTER TERRACE SEWER
REPLACEMENT**

**NORTH CHARLESTON SEWER DISTRICT
NORTH CHARLESTON, SC**

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**DORCHESTER TERRACE SEWER
REPLACEMENT**

Located in
The City of North Charleston,
Charleston County, South Carolina

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INFORMATION FOR BIDDERS

BACKGROUND: The existing sewer system in the Dorchester Terrace has deteriorated over the years and needs to be replaced. The sewer lines exist in dedicated easements in alleyways behind homes along with overhead powerlines. The Sewer lines will be removed and replaced as a part of this project. Sewer realignment will be requires as indicated on the plans. All service connections will be reinstated.

The Engineer for this project is Will Nading, PE with Goodwyn Mills Cawood (GMC). Bid documents may be obtained from GMC by email request to Mary George (mary.george@gmcnetwork.com).

PRE BID MEETING: A non-mandatory pre-bid meeting will be held at NCS D 7225 Stall Road, North Charleston, SC 29406 on **Tuesday October 5, 2021 at 10:00 AM.**

QUESTIONS: Due **10:00 am Thursday October 14, 2021.** Refer to Addenda and Interpretations section below.

RECEIPT AND OPENING OF BIDS: Bids will be received at the North Charleston Sewer District Administrative offices until **2:00 PM, Thursday October 21, 2021**, at which time all bids received will be publicly opened and read aloud.

Bids may be **delivered** to:

Purchasing Department
North Charleston Sewer District
7225 Stall Road
North Charleston, South Carolina 29406

Or

Bids may be **mailed** to:

Purchasing Department
North Charleston Sewer District
PO Box 63009
North Charleston, South Carolina 29419

MAIL IS ONLY PICKED UP FROM THE US POSTAL SERVICE ON MONDAYS AND THURSDAYS AROUND 10:30 A.M. (EXCLUDING WEEKENDS AND HOLIDAYS).

LICENSES: The attention of 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 as 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.

All Bidders submitting a Bid shall have a current valid Contractor's License for the State of South Carolina. This license number shall be shown on the bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid. Subcontractors who will be engaged by the General Contractor shall also hold the required licenses. The successful Bidder and all subcontractors will be required to obtain any business license required prior to beginning work, if said Bidder does not have the required license.

BID SECURITY: Each Bid must be accompanied by a certified check of 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, in an amount not less than five percent (5%) of the Bid.

Such check or Bid Bond will be returned to all except the three (3) lowest Bidders upon request, and the remaining checks or Bid Bonds will be returned upon request after the Owner and the accepted Bidder have executed the Agreement. If no award has been made within ninety (90) calendar days after the date of the opening of Bids, such check or Bid Bond will be returned upon request of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

GUARANTY BONDS: 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 when Notice of Award is delivered to the Bidder.

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 irrevocable, and valid for two years beyond the date of final acceptance of the project.

EXECUTION OF CONTRACT: The Owner, within ten (10) calendar days of receipt of acceptable Performance Bond, Payment Bond, and 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.

POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid or Performance or Payment Bonds must file with each Bond a certified and dated copy of their power of attorney.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within ten (10) calendar days after he has received notice of the acceptance of Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

LAWS AND REGULATIONS: 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.

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY:

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803- 898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

<https://dor.sc.gov/forms-site/Forms/I312.pdf>

EXAMINATION OF DRAWINGS AND SPECIFICATIONS: Each Bidder shall carefully examine 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, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder shall immediately contact the Owner in writing and request clarification. The Owner 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 cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by Bidder.

EXAMINATION OF SITE: Each Bidder may, at their choosing, 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 was given the option to visit the site, familiarize himself with the local conditions under which the work is to be performed, and correlate his observations with the requirements of the Contract Documents.

The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public Right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements) have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by his examination of the site.

INFORMATION NOT GUARANTEED: All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, 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.

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.

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 in any manner as a basis or ground of claim or demand of any nature against the Owner or Engineer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

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.

COMPLETE WORK REQUIRED: It is the intent of the Drawings and Specifications to provide a complete and usable facility. The Contractor's work shall be based on the Drawings and Specification but shall include all materials and appurtenances are shown on the Drawings or described in the Specifications.

The Drawings, Specification, and all supplementary documents are essential parts of the Contact, 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 Specification as to items of equipment and materials or quantities therefore, the Drawing shall govern.

It shall be the responsibility of the Bidder to call to the attention of the Engineer 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 bid opening date.

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineer or Owner prior to award of the contract.

Every request for such interpretation should be in writing and emailed to purchasing@ncsd.sc.gov. To be given consideration, such request must be received no later than **10:00 am Thursday October 14, 2021**. All such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be posted **on the Purchasing website at www.ncsd.sc.gov/purchasing**. 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.

ABILITY AND EXPERIENCE OF BIDDER: 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, plant, and personnel to enable him to prosecute the work successfully and to complete it in the time named.

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

BIDS AND QUALIFICATIONS: Before a Bid is considered for award, the Bidder may be requested by the Engineer or 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.

TIME FOR COMPLETION: The Bidder must agree to commence work within 15 days of the notice to proceed stipulated in the Agreement. The Bidder also must agree to fully complete the project within 270 consecutive calendar days.

LIQUIDATED DAMAGES: 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 agreed upon date of completion.

WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled opening of Bids or authorized postponement thereof. Otherwise, Bidder may not withdraw his Bid for a period of ninety (90) calendar days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

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 tend to make the Bid incomplete, indefinite, or ambiguous in 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.
4. If the Bid does not contain a price for each item listed.
5. If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.
6. If the Bid contains obviously unbalanced bid prices.
7. 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.

DISQUALIFICATION OF BIDDERS: 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. 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.

ACCEPTANCE OR REJECTION OF BIDS: 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 on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer or Owner, in a position to perform the Contract. The Owner reserves the right to waive any informalities and technicalities in bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

METHOD OF AWARD: The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Bid complying with the conditions of the Contract Documents. Award will be made based on the prices given in the Base Bid. The Bidder to whom the award is made will be notified.

A responsive Bidder submits a Bid in the proper form without qualifications or intent other than as called for in the Contract Documents and who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached, and who properly completes all forms required to be completed and submitted at the time of the Bidding. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive.

A responsible Bidder can fulfill the following requirements:

- a. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation, or firm.
- b. The Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work. The Owner may make such investigations as deemed 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 reasonably 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 Contract and to complete the Project contemplated therein.
- c. The Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment bonds will not alone demonstrate adequate financial capability.

Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

PRE-CONSTRUCTION CONFERENCE: After the Contractor signs the AGREEMENT, and submits all required documents, and prior to issuance of the NOTICE TO PROCEED, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer. At this conference, the construction schedule and inspection schedule will be approved. Any problems with the Plans & Specifications will be resolved, and the Project Staff of the Owner and the Contractor will receive approval.

NOTICE TO PROCEED: The Notice to Proceed will be issued within ten (10) calendar 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) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examining the site and reviewing the Specifications, Drawings, and 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.

COMPARISON OF BIDS: Bids will be compared based on the prices stated in the Bid. If there is a discrepancy between the unit price and or the computed total amount, the unit price shall govern.

EASEMENTS: The Owner has obtained, or will obtain, permanent easements and temporary construction easements through private property. The temporary construction easements entitle the Contractor to the occupancy and use of the designated area near or adjacent to the work for purposes related to the work. The Contractor will not encroach on any property unless it has been established that easements have been obtained. On all other land, the Contractor has no rights unless he obtains permission from the proper parties.

WORK IN STATE AND COUNTY RIGHT-OF-WAYS: The Owner will obtain the necessary easements and permits for construction across City, County and State Highway right-of-ways. The Contractor shall abide by all rules, regulations, and requirements of these agencies regarding 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 to 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.

ITEMS AND INDETERMINATE ITEMS: The work to be done under this Contract has been divided into items so that the actual quantity of work executed under each item may be paid for at the unit price bid for the particular item even though such quantity is greater or less than the estimated quantity stated in the Bid.

RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK: The work comprises approximately the quantities shown in the bid form 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.

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be in accordance with General Conditions subsection 7.11 entitled Payment for Extra Work. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

FORM OF BID: All Bids must be submitted on the blank bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interpretations, alterations, or erasures.

The Bid must be signed manually 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.

SUBMITTING BIDS: Each Bid must be submitted on the prescribed bid form. 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 form is required.

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. Owner is not responsible for Bids delayed by mail or delivery services of any nature.

CONFLICT OR INCONSISTENCIES: Bidders are also cautioned that if more than one set of conditions are included in the contract, then in case of a conflict between any of the conditions the strictest will apply.

BID SUBMISSION REQUIREMENTS: Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and if applicable, the designated portion of the Project for which the Bid is submitted) and name, address of the Bidder and accompanied by the bid bond and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with notation "**Bid Enclosed**" on the face of it.

(End Information for Bidders)

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