

## **INFORMATION FOR BIDDERS**

BIDS will be received on January 10<sup>th</sup>, 2018 at 2:00 PM at City of Cayce (herein called the "OWNER") City Hall, 1800 12<sup>th</sup> Street, Cayce, SC 29171-2004.

### Preparation of Bid:

Each sealed envelope containing a BID must be plainly marked on the outside as BID for Gravity Sewer Rehabilitation for the City of Cayce, SC and the envelope shall bear on the outside the name of the BIDDER, address, and general contractor's license number. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at:

City of Cayce  
Attn: Rachelle Moody  
PO Box 2004  
Cayce, SC 29171-2004

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. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof.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 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the OWNER and the BIDDER.

### Scope of Work:

The work to be done under these specifications consists of furnishing all materials and equipment, and performing all labor required for the construction of the State Street, Railroad Street, and Holland Avenue Sewer Line Rehabilitation as outlined in the specifications and plans.

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 drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Qualifications of Bidder:

Bidders must complete and submit Bid Criteria Sheet as part of the Bid. The Owner may make such investigations as deems necessary to determine the ability of the Bidder to perform the work. 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 is not properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be acceptable. Pre-Qualifications are not required before bid. Qualifications required for contractors or materials as outlined in the Technical Specifications must be submitted with the bid.

Bid Security:

Each BID must be accompanied by a BID bond payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS, if requested. When the Agreement is executed, the bonds of the two remaining unsuccessful BIDDERS will be returned, if requested. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned, if requested. A certified check made payable to the City of Cayce may be used in lieu of a BID BOND.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

It is the desire of the owner to award the contract as soon as possible. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) 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.

The NOTICE TO PROCEED shall 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 terminate the Agreement without further liability on the part of either party.

#### Award of Contract:

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. The OWNER reserves the right to reject any bid it deems to be unbalanced. The OWNER reserves the right to award the contract to a BIDDER other than the low BIDDER.

#### Laws and Regulations:

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

#### Obligation of Bidder:

Each BIDDER is responsible for inspecting the site and 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 in respect to his BID.

Each BIDDER should review his contract documents to be sure he has all pages to each section in the specifications. The contents list the number of sections and the number of pages in each section. Each bidder is responsible to ensure he has a complete set of specifications. There are four (4) sheets to the drawings.

Each BIDDER shall promptly notify the Engineer of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Contract Documents and such other related documents. The BIDDER shall submit all questions to the engineer, in writing, a minimum of seven days prior to the bid opening. Questions may be emailed to [kmiskie@cityofcayce-sc.gov](mailto:kmiskie@cityofcayce-sc.gov).