

INVITATION TO BID (#124319)

Building Foundation Remedial Repair – 512 South Murray Avenue Anderson, South Carolina

- A-01. Notice is hereby given that the City of Anderson (Owner), South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, will accept sealed bids for the construction of the Building Foundation Remedial Repair at 512 S. Murray Ave. in strict conformity with the Bidding and Contract Documents.
- A-02. Each bid must be submitted on the prescribed Bid Form in paper format. Electronic bids will not be accepted. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.
- A-03. Such sealed bids received by the City of Anderson at the City Hall building addressed at 401 South Main Street, Anderson, South Carolina 29624 until 2:00 pm, local prevailing time on February 1, 2021 and then at said office be publicly opened and read aloud on February 1, 2021 at 2:00 pm, local prevailing time for the following. Bids received after this time will not be opened or considered. The Owner reserves the right in its discretion to reject any or all bids and to waive informalities. Any Bidder may change or withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids, but no bid shall be changed or withdrawn by any means after the time set for opening Bids.
- A-04. The complete bid documents, as well as supporting technical data to include Schnabel's geotechnical memo dated December 08, 2020, can be viewed at no charge and by appointment only at the following locations:
- Schnabel Engineering LLC, 6445 Shiloh Road, Suite A, Alpharetta, Georgia, 30005
 - City of Anderson, Division of Public Works, 1100 Southwood Street, Anderson, South Carolina, 29624
- A-05. **COPIES OF BIDDING DOCUMENTS AND INFORMATION REGARDING THE PRE-BID CONFERENCE MAY BE OBTAINED FROM THE ISSUING OFFICER LISTED BELOW:**

Issuing Officer: Ms. Lacrechia Bilbrey, PE, CFM
City of Anderson Public Works Division
1100 Southwood Street
Anderson, SC 29624
Email: lbilbrey@cityofandersonsc.com

From the date that this Invitation to Bid (ITB) is issued until a bidder is selected and the selection is announced, there will be no communication for any reason, except during the pre-bid conference, between a bidder and any **City** employee other than the Issuing Officers listed regarding this ITB. The Owner reserves the right in its discretion to reject any bid for violation of this provision. No questions other than those submitted in writing will be accepted, and only written responses will be binding upon City.

IMPORTANT

A **MANDATORY PRE-BID CONFERENCE** will be held beginning at 2:00 PM on Monday January 25, 2021 at the City of Anderson Division of Public Works, 1100 Southwood Street, Anderson, Carolina 29624. After the meeting, a mandatory reconnaissance/visual examination of the proposed construction site will be conducted for prospective bidders. The Owner reserves the right in its discretion to disqualify a potential bidder due to a failure by the bidder to arrive for the pre-bid conference by the scheduled time. Failure to attend the mandatory pre-bid conference and site visit will automatically result in disqualification from the bid process.

- A-06. Each bid must be accompanied with a BID BOND in an amount equal to 5% of the base bid, payable to the Owner and issued by a Corporate Surety authorized to do business in the State of South Carolina. The bid bond shall guarantee that the successful bidder will, within ten (10) days from the notice of awarded Contract, enter into a contract with the Owner, and execute to the Owner a Performance Bond and Payment Bond, the contract and bonds to be set forth in this document. If, for any reason whatever, the Bidder withdraws from the competition after the bids have been opened, or refuses to execute the required contract and bonds, if his bid is accepted, the Owner may retain the amount of the certified check, or proceed against the bid bond. The Surety on the Bid Bond and Performance and Payment Bonds shall be a surety company authorized to do business in the State of South Carolina. Performance and Payment Bonds shall be countersigned by an agent residing in the State of South Carolina. Bonds and the Surety thereon shall be subject to approval by the Attorney for the Owner. This bid bond will be returned to all bidders once a construction contract is executed.
- A-7. The Owner reserves the right in its discretion to reject any or all bids and to waive technicalities and irregularities.
- A-8. All bids submitted in response to this ITB shall be made in general accordance with all South Carolina statutes, regulations and ordinances pertaining to bidders, contractors, licenses, permits, fees and taxes, including but not limited to Sections 40-11-10, et seq, Code of Laws of South Carolina, 1976, as amended. **The General Contractor's License number must be shown in the space provided on the Bid Invitation and Bid Document.**
- A-9. All expenses for preparing and submitting bids are the sole cost of the party submitting the bid. The Owner is not obligated to any party to reimburse such expenses. All submittals, upon receipt, become the property of the Owner. Labeling information provided in submittals as "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the South Carolina Freedom of Information Act, the details of the bid documents will remain confidential until final award.
- A-10. The work is generally described as the remedial repair of the building foundation at the address 512 South Murray Avenue in Anderson, South Carolina. The existing building is supported on timber columns. Erosion voids have formed underneath the northern/northwestern corner of the building. Remedial measures include the repair of the affected areas.
- A-11. The time allowed for completion and readiness for final payment is **120 consecutive calendar days** after the Notice to Proceed. The time allowed for substantial completion is 90 consecutive calendar days.
- A-12. The Contractor agrees to indemnify, hold harmless, and defend the Owner and the Engineer, their officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgements, liability and expense, including attorneys' fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Contractor, its employees, or its subcontractors in connection with the work to be performed. This obligation survives the payment of any losses by the Contractor's insurance carrier.

The contract may not be assigned by the Contractor without the written permission of the Owner.

The contract will be interpreted according to the laws of the State of South Carolina. Any lawsuits or jurisdictional proceedings relating in any way to the contract may be brought or filed only in the Court of Common Pleas of Anderson County, South Carolina, and by submitting a bid the bidder consents to the jurisdiction of that court and waives any objections to such jurisdiction.