

Project Manual



City of Anderson Fire HQ Dayroom & Kitchen Renovation

Architect's Project Number:
22116-902

Issue Date:
25 July 2022

DP3
ARCHITECTS

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NOTE: This manual is to be used in conjunction with the specifications indicated in the drawings.

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**SECTION 00 11 13
INVITATION TO BID**

The City of Anderson (Owner) is soliciting sealed bids from qualified contractors for the construction of the City of Anderson Fire HQ Dayroom & Kitchen Renovation located at 400 S. McDuffie Street, Anderson, SC 29625.

Bid Documents:

Bidding documents (Plans and Specifications) are on file for viewing purposes online from The City of Anderson – Bids and Proposals page on the City website – <https://www.cityofandersonsc.com/requests/>

Note: Only those bidding documents/plans and specifications obtained from the aforementioned sources are official. Bidders relying on copies of bidding documents/plans and specifications obtained from any other source do so at their own risk.

Non-Mandatory Pre-Bid Meeting:

All prospective bidders are invited to participate in a Pre-Bid meeting to be held at the project site located at 400 South McDuffie Street, Anderson, SC 29625, **Monday, August 29, 2022 at 11:00 AM.**

Questions:

Deadline for questions is **5:00 PM, Friday, September 2, 2022.** Questions shall be sent in writing by e-mail to Rhonda White at rwhite@dp3architects.com. The Owner will not be bound by any oral interpretations or clarifications of the bid documents.

Bid Opening:

Bids will be accepted until **2:30 PM, Tuesday, September 13, 2022** at (hand or mail delivery) at the following location:

**City of Anderson
Attn: Ms. Lacrechia Bilbrey, City Engineer
City Council Chambers
401 South Main Street
Anderson, SC 29624
Phone: 864.231.2601**

Please submit three (3) sealed packets identified as follows:

BID ENVELOPE LABEL:	CITY OF ANDERSON FIRE HQ DAYROOM & KITCHEN RENOVATION GENERAL CONTRACTOR'S NAME GENERAL CONTRACTOR'S ADDRESS DATE OF SUBMISSION
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At the call of time, the bids will be opened and publicly read aloud. Faxed, e-mailed or late bids will not be considered.

Late, faxed or e-mailed responses will not be considered.

Prices submitted are valid for **90 days.**

Incomplete bids or unsigned bids may be rejected.

Bids shall be unconditional and accepted without alteration or correction.

The Owner reserves the right to reject any and all bids and to waive any formalities and technicalities in this process. The Owner also reserves the right to award the bid as a whole or on an individual basis (where applicable) as deemed necessary or most effective.

Award:

Unless there is a compelling reason to reject bids as prescribed by regulation of the board, notice of an intended award of a contract to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the invitation for bids shall be given by posting such notice at a location specified in the invitation for bids.

Notice of Intent to Award:

Notice of Intent to Award this contract shall be issued on or after **Monday, September 19, 2022**. A Notice of Award will be issued on or after **Monday, September 26, 2022**. The successful bidder will attend a Pre-Construction meeting at date to be announced, at which time it is scheduled to issue a "Notice to Proceed". The successful bidder has seven (7) days from the "Notice of Award" to submit all required bonds, insurances and licenses.

Right to Protest:

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Owner in the manner stated below within fifteen (15) days of the date notification of award is posted. A failure to file a protest within this time shall be an absolute bar to any later filing. A protest shall be in writing, submitted to Ms. Brittney G. Gamble, The City of Anderson and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

Discrepancies and Omissions/Addenda:

Should Bidders find discrepancies in or omissions from the Invitation to Bid documents, or should their intent or meaning appear unclear or ambiguous, they must notify the Owner or the Owner's Representative in writing requesting resolution. Replies to such notices may be made in the form of Addenda to the Bid documents, which will be issued simultaneously to all Bidders. Bidders must acknowledge receipt of all Addenda in their bid submittal.

Construction Bids:

No bid will be accepted from a contractor who is not fully licensed as applicable, by the South Carolina Department of Labor, Licensing and Regulation Contractors' License Board, in accordance with Title 40, Chapter 11 of the Code of Laws of South Carolina.

Any bidder in response to an invitation for bids shall set forth in his bid the name of those subcontractor(s) that will perform the work as identified in the invitation for bids. No prime contractor whose bid is accepted shall substitute any person as subcontractor in place of the subcontractor listed in the original bid without prior approval from the Owner. The request for substitution must be made to the using Owner in writing.

Bid security, an amount equal to at least 5% of the amount of the bid, shall be required. Bid security shall be a bond provided by a surety company with an "A" minimum rating as stated in the most current publication of "Best's Key Rating Guide, Property Liability", and authorized to do business in this State, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Owner. Noncompliance will require that the bid be rejected except that a bidder who fails to provide bid security in the proper amount or a bid bond with the proper rating shall be given one working day from bid opening to cure such deficiencies. If the bidder cannot cure these deficiencies within one working day of bid opening, his bid shall be rejected. After the bids are opened, the bond shall be irrevocable for the period specified in the bond. If a bidder is permitted to withdraw a bid before award, no action shall be had against the bidder or the bid security.

Performance and Payment Bonds shall be delivered to the Owner and shall become binding on the parties upon the execution of the contract:

(a) **performance bond** satisfactory to the Owner, executed by a surety company authorized to do business in this State, or otherwise secured in a manner satisfactory to the Owner in an amount equal to 100% of the price specified in the contract; and

(b) **payment bond** satisfactory to the Owner, executed by a surety company authorized to do business in this State, or otherwise secured in a manner satisfactory to the Owner, for the protection of all persons supplying labor and materials to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in an amount equal to 100% of the price specified in the contract.

Please submit a letter verifying that you are able to obtain performance and payment bonding for at least your bid amount along with the Bid Form.

No architect or engineer performing design work, or construction manager performing construction management services pursuant to a contract awarded under this invitation to bid, may perform other work on this project as a contractor or subcontractor.

END OF SECTION

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

1.01. DEFINITIONS

- A. Bidding Documents include the Advertisement or Invitation to Bid, Instructions to Bidders, the bid form, other sample bidding and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipt of bids. The Contract Documents proposed for the Work consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- B. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by addition, deletions, clarifications, or corrections.
- D. A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Document.
- H. A bidder is a person or entity who submits a Bid.
- I. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.

2.01. BIDDER'S REPRESENTATIONS

- A. Each Bidder by making his Bid represents that:
 - 1. He has read and understands the Bidding Documents and his Bid is made in accordance therewith
 - 2. He has visited the site, has familiarized himself with local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.
 - 3. His Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

3.01 BIDDING DOCUMENTS

A. COPIES

1. Bidders may obtain complete sets of the Bidding Documents online from The City of Anderson – Bids and Proposals page on the City website- <https://www.cityofandersonsc.com/requests/>
2. Bidding Documents will not be issued directly to Sub-bidders or others.
3. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner or the Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
5. No prints or sets of drawings will be issued by the owner. Cost of reproduction for printing shall be paid by the contractor.

B. INTERPRETATIONS OR CORRECTION OF BIDDING DOCUMENTS:

1. Bidders who attend the pre-bid conference shall promptly notify the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.
2. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.
4. Where discrepancies exist within the Contract Documents the proposal for the work shall be based on the better quality or greater quantity of work involved. No other method of estimating shall be used in preparing the bid proposal, unless contrary instructions are issued in the form of an Addendum before bid proposal due date
5. Any claim by the Contractor or Subcontractors that they, in submitting their respective bid proposals, did not include all items as shown in the Contract may be rejected. Documents will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item, it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

C. SUBSTITUTIONS:

1. Only approved substitutions will be allowed in the contractor's bid.
2. Contractor's bids shall be based on providing materials and equipment as specified unless the substitution form is completed and approved by Architect within the question and answer timeframe of the bid.

3. The materials, products, and equipment described in the Bidding Documents establish a standard of required function, quality to be met by any proposed substitution.
4. There shall be no substitutions unless an item is specifically designated as "or equal." All other items shall be provided exactly as specified.
5. Substitutions for items specified "or equal" shall be considered during the bidding phase. The Architect's decision of approval or disapproval of a proposed substitution shall be final..

D. ADDENDA:

1. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
2. No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
3. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Bid.

5.01 SCHEDULE OF VALUES

A. FORMAT

1. The Contractor shall furnish to the Owner, a Schedule of Values within twenty-four (24) hours of the due date of the bids. Follow the format included in the Bid Form.
2. The Schedule of Values will be subject to the Owner's final acceptance.

6.01 COMMENCEMENT AND COMPLETION OF THE WORK

A. SUBSTANTIAL COMPLETION

1. The undersigned understands that time is of the essence in completing the work, and agrees, if awarded the Contract, to begin work within five days of receipt of the building permit, and to complete the entire work to the satisfaction of the Owner and Architect within two hundred seventy (270) calendar days.
2. Substantial Completion shall be in accordance with the General Conditions of the contract (AIA-A201) paragraph 8.1.3 and 9.8.

B. FINAL COMPLETION

1. The Contractor agrees that said work shall be at the point of Final Completion within fourteen (14) calendar days after the Date of Substantial Completion.
2. Final completion shall be defined as all punch list and close-out items 100% completed and in accordance with the General Conditions of the Contract (AIA-A201) paragraph 9.10.

7.01 POST BID INFORMATION

A. SUBMITTALS:

1. The Bidder shall, within seven days (7) of notification of selection for the award of a Contract for the Work, submit the following information to the Architect:
 - a. A designation of the Work to be performed by the Bidder with his own forces;
 - b. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work;
 - c. A list of names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
2. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
3. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. If the Owner or Architect has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder.
4. Persons and entities proposed by the Bidder and to whom the Owner and the Architect have made no reasonable objection under the provisions of Subparagraph 5.01B and 5.01C must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Architect.

8.01 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

A. FORM TO BE USED:

1. Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor, where the basis of payment is a Stipulated Sum.

9.01 GENERAL BIDDING REQUIREMENTS

A. SALES AND USE TAX:

1. The Contractor agrees to comply with and to require all of his Subcontractors to comply with all the provisions of applicable State Sales Excise Tax Law and Compensation Use Tax Law and all Amendments to same. The Contractor further agrees to indemnify and save harmless the Owner, of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Subcontractor to comply with the provisions of any or all said Laws and Amendments.

B. SOCIAL SECURITY ACT:

1. The Contractor agrees to comply with and to require all of his Subcontractors to comply with all the provisions of the Act of Congress approved August 14, 1935, known and cited as the "Social Security Act" and also the provisions of the act of the State Legislature approved, and known as the State Unemployment Compensation Law and all other laws and regulations pertaining to labor and workmen and all amendments and to such data, and the Contractor further agrees to indemnify and save harmless the Owner of and from any and all claims and demands made against it by virtue of the failure of the Contractor or any Subcontractors to comply with the provision of any or all of said Acts and Amendments.

C. NONDISCRIMINATION:

1. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all Subcontracts thereunder, except subcontracts for standard commercial supplies or raw materials.

D. LEGAL CONTROLS:

1. The Contractor's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulation of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as thought herein written out in full.

E. CONTRACTORS LICENSE LAW:

1. Contractor shall comply with, State and City Contractor's license laws and be duly registered and licensed thereunder.

END OF SECTION

All items must be filled in, do not leave any blanks – write N/A if not applicable.

Division 00 – Procurement and Contracting Requirements	\$ _____
Division 01 – General Requirements	\$ _____
Division 02 – Existing Conditions	\$ _____
Division 03 – Concrete	\$ _____
Division 04 – Masonry	\$ _____
Division 05 – Metals	\$ _____
Division 06 – Wood, Plastics, and Composites	\$ _____
Division 07 – Thermal and Moisture Protection	\$ _____
Division 08 – Openings	\$ _____
Division 09 – Finishes	\$ _____
Division 10 – Specialties	\$ _____
Division 11 – Equipment (Provided by Contractor)	\$ _____
Division 12 – Furnishings	\$ _____
Division 13 – Special Construction	\$ _____
Division 21 – Fire Suppression	\$ _____
Division 22 – Plumbing	\$ _____
Division 23 – Heating, Ventilating, and Air-Conditioning (HVAC)	\$ _____
Division 26 – Electrical	\$ _____
Division 28 – Electronic Safety and Security	\$ _____
Division 32 – Exterior Improvements	\$ _____
Division 33 – Utilities	\$ _____
Total*	\$ _____

*Total must match Base Bid amount listed on page 1 of this form.

General Notes:

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders," accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of Bid Security; proposes and agrees, if awarded the Contract, to enter into an Agreement with the Owner in the form of Agreement included in the Contract Documents, to furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under this Contract within the Contract Time indicated in this Bid, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in the Bid Schedules.
2. This Bid will remain open for sixty 60 days after the day of Bid opening. If awarded a contract, Bidder will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within ten (10) days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, Bidder represents that:
 - a. Bidder has become thoroughly familiar with the terms and conditions of the proposed Contract Documents accepting the same as sufficient to indicate and convey understanding of all the conditions and requirements under the Contract which will be executed for the Work.
 - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
 - d. That no member of the Commission or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such Bid.
 - e. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
 - f. The Bid includes all sales taxes and other applicable taxes and fees.
4. Contract Time: Bidder agrees that:
 - a. He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed, and complete all work in the number of days stipulated from the date stated in said notice without working overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.
 - b. Work shall commence five (5) days after the receipt of the building permit and the work shall be complete to the satisfaction of the owner within **120 calendar days**.

- c. The following schedule depicts working days per calendar month (non-cumulative) that shall be anticipated as normal inclement weather. Such time will not be considered justification for an extension of time. Inclement weather days in excess of normal inclement weather days listed, are justification for extension of time. Inclement weather days on Saturday, Sunday and holidays will not be allowed unless work has been scheduled and the Architect notified prior to said days. Time extensions will be granted only if the critical path has been affected. Extensions of time will be calendar days and not working days. Requests for extensions of time shall be made, in writing, within 21 days of the event(s) giving rise to the request.

Inclement weather days are defined as days, before project “dry-in”, in which weather is too cold or too wet for masonry work to occur, provided the critical path is affected. For a wet weather day to occur, ¼” of rain must fall during that day before 12:00 noon for it to be considered. Hot weather will not be justification for an inclement weather day.

January	6 days
February	5 Days
March	5 Days
April	4 Days
May	5 Days
June	4 Days
July	6 Days
August	7 Days
September	5 Days
October	4 Days
November	4 Days
December	5 Days

- d. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the times specified above. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) items e and f below shall be enforced.
- e. CONTRACTOR shall pay OWNER **Two Hundred Fifty Dollars (\$250)** for each calendar day that expires after the time specified above for completion and readiness for final payment.
- f. CONTRACTOR understands and hereby expressly agrees that in addition to liquidated damages specified in Article 2.2 above, to pay the OWNER the actual costs to OWNER for any inspector or inspectors necessarily employed by OWNER on the Work until the Work is completed and ready for final payment. Further, the CONTRACTOR agrees that the sums to be paid the OWNER may be deducted from the sum due the CONTRACTOR for work performed as provided in Article 14 of the General Conditions.

5. Execution of Contract: Bidder agrees that:

- a. In case of failure on his part to execute the said Contract and Bonds within 15 days after the date indicated in the “Notice of Award”, the check or bid bond accompanying this Bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Bond or check accompanying this Bid shall be returned to the undersigned.

6. Bid Documentation: The following documents are attached to and made a part of this Bid:

- a. Non-collusion Affidavit
 - b. The undersigned acknowledges that a Bid security as outlined in the Invitation to Bid shall be delivered to the Owner.
 - c. The undersigned acknowledges that a Performance and Payment Bonds as outlined in the Invitation to Bid shall be delivered to the Owner.
 - d. Bidder's Affidavit.
7. Name, business address (mailing and street) phone number and e-mail address of Bidder to which all formal Notices shall be sent:
- _____
- _____
- _____
- _____
- 8. The terms used in this Bid, which are defined in the General Provisions of the Construction Contract included as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.
 - 9. The undersigned, as Bidder, declares that he has examined the project and informed himself fully in regard to all conditions pertaining to this project; that he has examined the Drawings and Project Manual for the work and Contractual Documents relative thereto and that he has satisfied himself relative to the work to be performed.
 - 10. Adjustments To Base Bid: The OWNER may elect to award only a portion of the project at the prices provided by the successful Bidder. The Bidder agrees that his proposal may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
 - 11. The Bidder agrees that his proposal may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
 - 12. The Bidder acknowledges by his signature that the Owner reserves the right to reject any or all bids and to waive informalities in the bidding.
 - 13. The undersigned agrees to submit, within twenty-four (24) hours of the bid due date, the attached Schedule of Values Form, completed in its entirety, as part of the Bid Submittal. Such Schedule of Values Form shall be submitted to the place designated for receipt of Bids. Bid forms not followed by a properly completed Schedule of Values shall be considered incomplete and shall receive no further consideration. An incomplete Schedule of Values will not be accepted.
 - 14. The Undersigned has included all required Certificates of Insurance, etc.
 - 15. The Undersigned hereby affirms and states that the prices quoted herein constitute the total costs for the work involved in the respective items and that this cost also includes taxes, insurance, royalties, transportation charges, use of tools and equipment, superintendence, overhead, profits and other work, services and conditions necessarily involved in the work done and the materials furnished, in accordance with the requirements of the Contract.

16. The BIDDER hereby states that he proposes, if awarded the Contract, to use the following subcontractors on this project: (List only one subcontractor for each item.)

<u>Sub-Trade</u>	<u>Name</u>
Electrical	_____

17. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Signed this _____ day of _____, 2022.

Contractor

By: _____
(Signature of individual, partner or officer signing the Bid)

Its: _____
(Title)

(SEAL)

License Number _____
(Seal required if Bidder is a Corporation)

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation.

INSURANCE REQUIREMENTS

The contractor shall procure and maintain, during the life of the contract, insurance coverage, for not less than any limits of liability shown between and shall include contractual liability insurance as applicable to the contractor's obligations, with a carrier authorized to do business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Owner by the successful bidder.

CERTIFICATES OF INSURANCE MUST BE INCLUDED IN THE BID.

- a. **Commercial General Liability:** The contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employment of the contractor and against all claims resulting from damage to any property due to any act or omission of the contractor, his agents, or employees in the operation of the work or the execution of this contract.

Contractor shall maintain General Liability coverage required for a period of not less than five (5) years after project completion. General Liability must include Products/Completed Operations coverage.

Where the work to be performed involves excavation of other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property such as wire, conduits, pipes, etc. caused by the contractor's operation. The minimum shall be as follows:

Bodily Injury (Injury or Accidental Death)	
and Property Damage.....	\$1,000,000.00 General Liability
	\$2,000,000.00 Aggregate

- b. **Comprehensive Automobile Liability:** The contractor shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or other vehicles in the prosecution of the work included in the contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death)	
and Property Damage.....	\$1,000,000.00 Combined Single Limit

- c. **South Carolina Workers' Compensation Insurance:** The contractor shall maintain Workers' Compensation Insurance for all of his/her employees who are in any way connected with the performance under this agreement. Such insurance shall comply with all applicable state laws.

South Carolina Workers' Compensation.....	Statutory Limits
Employers Liability Insurance	\$500,000.00 Each Accident
	\$500,000.00 Disease Each Employee
	\$500,000.00 Disease Policy Limit

Contractor shall provide the Agency with a Certificate of Insurance showing proof of insurance acceptable to the Agency. Certificates containing wording that releases the insurance company from liability of non-notification of cancellation of insurance policy are not acceptable.

Contractor and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers with a current AM Best's rating of not less than A:VII, and licensed to operate in South Carolina by the South Carolina Department of Insurance, unless otherwise acceptable to the Agency.

Workers' Compensation policy is to be endorsed to include a waiver of subrogation in favor of the Agency, its officers, officials, employees and agents.

Deductibles, Co-Insurance Penalties & Self-Insured Retention: The contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, or insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty or self-insured retention.

Subcontractors' Insurance: The contractor shall agree to cause each subcontractor employed by the contractor to purchase and maintain insurance of the type specified herein, unless the contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Agency, the contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage by each subcontractor.

BID BOND

(This Bid Bond is part of the BID)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as Principal and

_____ as Surety, are hereby

held and firmly bound unto _____

OWNER in the penal sum of _____ for the payment

of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed, this _____ day of _____, 2022.

The conditions of the above obligation is such that whereas the Principal has submitted to the Owner certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing for the **RECREATION CENTER LOBBY RENOVATION**.

NOW THEREFORE,

If said Bid shall be rejected, or in the alternate, If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

In the Present of:

Witness: _____

PRINCIPAL:

By: _____

Witness: _____

SURETY:

By: _____

PERFORMANCE BOND

(This Performance Bond is part of the BID)

KNOW ALL MEN BY THESE PRESENT: That we _____
as Principal, also referred to as CONTRACTOR, and _____, as
Surety, are held and firmly bound unto **THE CITY OF ANDERSON** as Owner, in the full sum of

(\$ _____) Dollars, for the payment of which will and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these
presents.

WHEREAS, the above bound principal has entered into a contract with the Owner dated the _ day of _
_____, 2022, for _____
_____.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall
faithfully and fully comply with the terms and conditions of said contract, including, but not limited to any
obligations created by way of warranties and/or guarantees for workmanship and materials which
warranty and/or guarantee may extend for a period of time beyond completion of said contract, and such
alterations or additions as may be made therein or in the plans and specifications, and shall indemnify
and save the Owner harmless against all claims for damages by reason of any default or negligence,
want of skill or care on the part of said principal or Agents in and about the performance of said contract,
and shall comply with all laws pertaining to said work, and shall comply with and perform any and all
warranties and/or guarantees provided for in said contract, then this obligation shall be void; otherwise of
full force and effect.

PROVIDED, further that upon either the default of the Principal, or the failure of the said Principal to
promptly and efficiently prosecute said work, in any respect, in accordance with the Contract Documents,
the above bound Surety shall either remedy the default of the Principal or shall take charge of said work,
and complete the Contract at his own expense, pursuant to its terms, receiving, however, any balance of
funds in the hands of said Owner due under said contract.

It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner within ten- (10) days
after receipt of a declaration of default of the Surety's election either to remedy the default or defaults
promptly, or to perform the contract promptly, time being of the essence. In said notice of election, the
Surety shall indicate the date on which the remedy or performance will commence, and it shall then by
the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a)
the remedy and/or correction of each default, (b) the remedy and/or correction of each item of
condemned work, (c) the furnishings of each omitted item of work, and (d) the performance of the
contract. The Surety shall not assert solvency of its Principal as justification for its failure to give notice of
election or for its failure to promptly remedy the default or defaults or perform the contract.

In the event said Principal shall fail or delay the prosecution and completion of said Work and said Surety
shall also fail to act promptly as hereinabove provided, then the Owner shall cause ten- (10) days notice
of such failure to be given, both to said Principal and Surety, and at the expiration of said ten- (10) days, if
said Principal or Surety do not proceed promptly to execute said Contract, the Owner shall have the
authority to cause said work to be done and when the same is completed and the cost thereof estimated,
the said Principal and Surety shall and hereby agree, to pay any excess in the cost of said work above
the agreed price to be paid under said Contract.

Upon completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the
same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract including, but not limited to, all repair and replacement costs necessary to rectify purchase and installation error and fees.

The decision of the Owner, upon any disputed question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Surety agrees that other than as is provided in this bond, it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the contract documents.

IN WITNESS WHEREOF, the Surety and Principal have executed this instrument under their several seals this _____ day of _____, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the Present of:

PRINCIPAL:

Witness: _____

By: _____

SURETY:

Witness: _____

By: _____

- NOTE: (a) Where the Performance Bond is executed by an attorney-in-fact, there shall be attached to each copy of the Bond, a certified copy of Power of Attorney properly executed and dated.
- (a) An authorized agent of the bonding company, licensed to do business in South Carolina shall countersign each copy of the Bond. The title of the person countersigning the Bond shall appear after his or her signature.
 - (b) The Seal of the bonding company shall be attached to each copy of the Bond.
 - (c) The CONTRACTOR'S signature on the Bond shall correspond with the signature in the Contract.
 - (d) The Bond shall be accompanied by a corporate resolution (which may be combined with the corporate resolution granting the signing officer authority to execute contracts) granting the corporate officer whom executes the Bond, the authority to do so.
 - (e) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended), and be authorized to transact business in the State of South Carolina.

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF _____)
)
COUNTY OF _____)

_____ Being first duly sworn,
deposes and says that he is _____
(Sole Owner, a partner, president, secretary, etc.)

of _____, the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of Affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2022.

Notary Public in and for

County: _____

My Commission expires _____, 202_____.

(SEAL)

END OF SECTION

**SECTION 00 52 00
STANDARD FORM OF AGREEMENT**

INSERT AIA DOCUMENT A101 HERE

**Standard Form of Agreement Between Owner and Contractor – Stipulated Sum
2017 EDITION**

THIS DOCUMENT IN ITS ENTIRETY IS HEREBY DECLARED A PART OF THESE CONTRACT DOCUMENTS.

(Copies of this document may be procured locally through the American Institute of Architects)

END OF SECTION

**SECTION 00 72 00
GENERAL CONDITIONS**

INSERT AIA DOCUMENT A201 HERE

**General Conditions of the Contract for Construction
2017 Edition**

THIS DOCUMENT IN ITS ENTIRETY, IS HEREBY DECLARED A PART OF THESE CONTRACT DOCUMENTS.

(Copies of this document may be procured locally through the American Institute of Architects)

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Price and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Document 00 52 00 – Standard Form of Agreement: Contract Price, retainages, payment period, monetary values of unit prices.
- B. Document 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

1.03 SCHEDULE OF VALUES

- A. Form to be used: AIA G703.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Form to be used: AIA G702.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.

- 9. Balance to Finish.
- 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Submit four copies of each Application for Payment.
- H. Include the following with the application:
 - 1. Transmittal letter as specified for Submittals in Section 01 30 00.
 - 2. Partial release of liens from major Subcontractors and vendors.
 - 3. Affidavits attesting to off-site stored products.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01600.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the

Contract Price.

- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Price, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

DP3

ARCHITECTS

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