



**NOVEMBER 20, 2025**  
**ADDENDUM (#1) FOR**  
**NORTH LITCHFIELD WATER REHAB PHASE II**  
**PROJECT 22-35**  
**BID DUE DATE: 11-25-2025**

GCWSD has received the following questions regarding the above-mentioned project that the District would like to clarify. The following questions are shown below with answers following in bold for clarification.

1. Q: How is repair of brick driveways being handled?

**A: As a slight change to the bidding documents, any existing brick driveway shall be repaired with concrete to SCDOT specification. The quantity of brick driveway has been added to item 16 – Concrete Driveway repair. All bidders shall submit the updated bid tab sheet (attached) for their bid. For additional clarification on how driveway repair is being completed, a copy of the letter mailed out to homeowners in the project area is also attached.**

2. Q: Does GCWSD have record drawings of the sewer lines in the project area?

**A: Yes, the record drawings for the sewer lines in the project area are attached to this addendum lease use full body weights.**

3. Q: There is a larger oak tree along Ancient Mariner that will be in the path of the water main installation, how will that be handled?

**A: The contractor should plan to bore under this tree using PVC material (Not HDPE) to avoid damage to the tree. If possible, the line should be installed and offset from being directly under the tree trunk. Taps shall be made far enough away from the tree so that future repairs or access to the curb stop will not interfere with roots.**

4. Q: What type of material are the existing water lines in the project area?

**A: The water line record drawings were attached as part of the original bidding documents, which states the existing pipe material. Most of the project area consists of AC pipe for the water line. Care of the existing water lines will be critical to ensure water service to the District customers remains.**

5. Q: How will irrigation systems within the right of way be handled?

**A: If irrigation systems are encountered and damaged, the District will try to negotiate a cost to repair by the Contractor or utilize the homeowner's irrigation professional to repair. Irrigation system repair should not be included in the contractor's cost for installing the water main. The contractor shall exercise caution in hopes of avoiding damage to irrigation systems, especially if they are marked / located.**

6. Q: How is traffic control being handled?

**A: Traffic control (Item 1) is the responsibility of the contractor. Currently GCWSD does not have the approved DOT permit back, but we have been in discussion with SCDOT regarding this project. SCDOT is allowing for detours to be put in place for open cuts if the Contractor wishes to instead of utilizing a one-lane road with flaggers. The Contractor shall be responsible for putting out work signs daily.**

7. Q: Does the contractor need to provide any information regarding meter change outs?

**A: Yes, the contractor will be responsible for tracking each meter replacement. The contractor shall keep track utilizing the District's meter change out sheets to track the existing meter number, the existing meter reading, the new meter number, and the new meter reading for each meter installed. Special care is needed to ensure that the correct meter information is given for each specific address. Meter change out sheets will be due each week on Friday to not interfere with customer billing. An example of the meter change out sheet is shown below. The highlighted information is required from the contractor.**

| House Number      | Mtr Size | Old Meter Number | Old Meter Reading | New Meter Number | New Meter Reading | Date Meter Changed | Backflow (Y/N) | Notes |
|-------------------|----------|------------------|-------------------|------------------|-------------------|--------------------|----------------|-------|
| 123 Lakeshore Dr. | 3/4"     | 11424767         | xxxxxx            | xxxxxxxxx        | xxx               | xx/xx/xx           | X              |       |
| 246 Lakeshore Dr. | 3/4"     | 37214032         | xxxxxx            | xxxxxxxxx        | xxxx              | xx/xx/xx           | X              |       |
| 456 Lakeshore Dr. | 3/4"     | 812807891        | xxxxx             | xxxxxxxxx        | xxxxx             | xx/xx/xx           | X              |       |

**Due to the need for completion of this project by the summer season, some additional parameters have been added to the Instructions to Bidders. Sections 6.01, 13.02, 14.02, 14.03, 15.03, 15.04, 16.01-16.05 have been added for additional clarification of time deadlines around this project. An updated Instructions to Bidders has been attached to this addendum with additional / updated language shown in bold and underline.**

**END OF ADDENDUM #1**

**END OF ADDENDUM NO. 1**

**Bid Tabulation Sheet**  
**N. Litchfield Water Rehab Phase II**  
**Tuesday, November 25, 2025, 3:00 PM**

| ITEM NO.          | QUANTITY | UNIT | DESCRIPTION                        | \$ PER UNIT | TOTAL \$ |
|-------------------|----------|------|------------------------------------|-------------|----------|
| 001               | 1        | LS   | Traffic Control                    |             |          |
| 002               | 9,400    | LF   | 6" PVC C900 DR25 Blue Water Main   |             |          |
| 003               | 300      | LF   | 2" PVC SDR 21 Blue Water Main      |             |          |
| 004               | 640      | LF   | 12" Open Cut W/ Steel Casing       |             |          |
| 005               | 1        | EA   | 2" Post Hydrant Assembly           |             |          |
| 006               | 12       | EA   | Fire Hydrant Mueller A423 5 1/4 VO |             |          |
| 007               | 59       | EA   | 6" MJ Gate Valve                   |             |          |
| 008               | 3        | EA   | 2" MJ Gate Valve                   |             |          |
| 009               | 3050     | LBS  | Ductile Iron Fittings              |             |          |
| 010               | 4        | EA   | Meter Set Replacement Only         |             |          |
| 011               | 62       | EA   | Single, Short Water Service w/Tap  |             |          |
| 012               | 23       | EA   | Double, Short Water Service w/Tap  |             |          |
| 013               | 39       | EA   | Single, Long Water Service w/Tap   |             |          |
| 014               | 15       | EA   | Double, Long Water Service w/Tap   |             |          |
| 015               | 4038     | SF   | Sod                                |             |          |
| 016               | 1340     | SY   | Concrete Driveway Repair           |             |          |
| 017               | 0        | SY   | Brick Driveway Repair              |             |          |
| 018               | 790      | SY   | Gravel Driveway Repair             |             |          |
| 019               | 469      | SY   | Asphalt Driveway Repair            |             |          |
| 020               | 285      | SY   | Asphalt Patch (Road)               |             |          |
| 021               | 3,555    | SY   | Asphalt Overlay (Road)             |             |          |
| 022               | 52       | CY   | Flowable Fill Line Abandonment     |             |          |
| <b>TOTAL COST</b> |          |      |                                    |             |          |

\*Total of 181 meters and 139 taps

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Addenda: \_\_\_\_\_

October 27, 2025

«Name»

«CO»

«mailing»

«city\_», «state» «zip»

Reference: Upcoming Water Line and Meter Installation – N. Litchfield Phase II

Dear Customer:

We are writing to inform you that Georgetown County Water and Sewer District (GCWSD) will be hiring a contractor to install new water lines and water meters in your area beginning around December 2025. This important project will improve water quality, reduce the risk of line breaks, and minimize future service interruptions.

### **Project Location & Work Areas**

All work will take place within the public road right-of-way. Some areas of the project have vegetation and landscaping that has grown into the right-of-way. To safely complete the installation, this landscaping may need to be trimmed or removed. Per SCDOT Access and Roadside Management Standards, Section 14-B, landscaping or irrigation systems located within the right-of-way may be removed and are not required to be replaced.

If you have landscaping or irrigation in the right-of-way, we highly recommend relocating it before construction begins. This will help protect your investment and avoid potential damage during construction.

### **Driveway Crossings & Repairs**

Where driveways must be crossed to install the new water line, our contractor will restore them to SCDOT standards:

- **Stone driveways** will be replaced with similar stone.
- **Asphalt driveways** will be repaired with asphalt.
- **Decorative concrete or brick driveways** will be replaced with standard concrete.

If you prefer to restore your own driveway approach with decorative materials, GCWSD will contribute the equivalent cost of a standard repair (stone, asphalt, or concrete).

### **Water Outages**

Some customers may experience temporary water outages during construction. We will work to provide at least 24 hours' notice before any planned outage and work to keep these interruptions as short as possible.

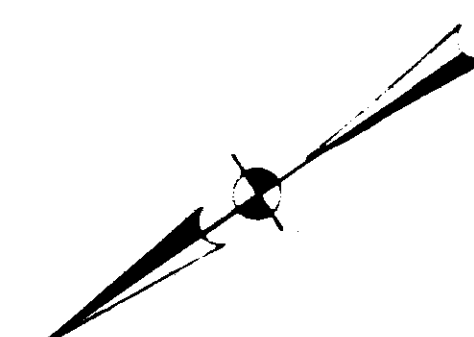
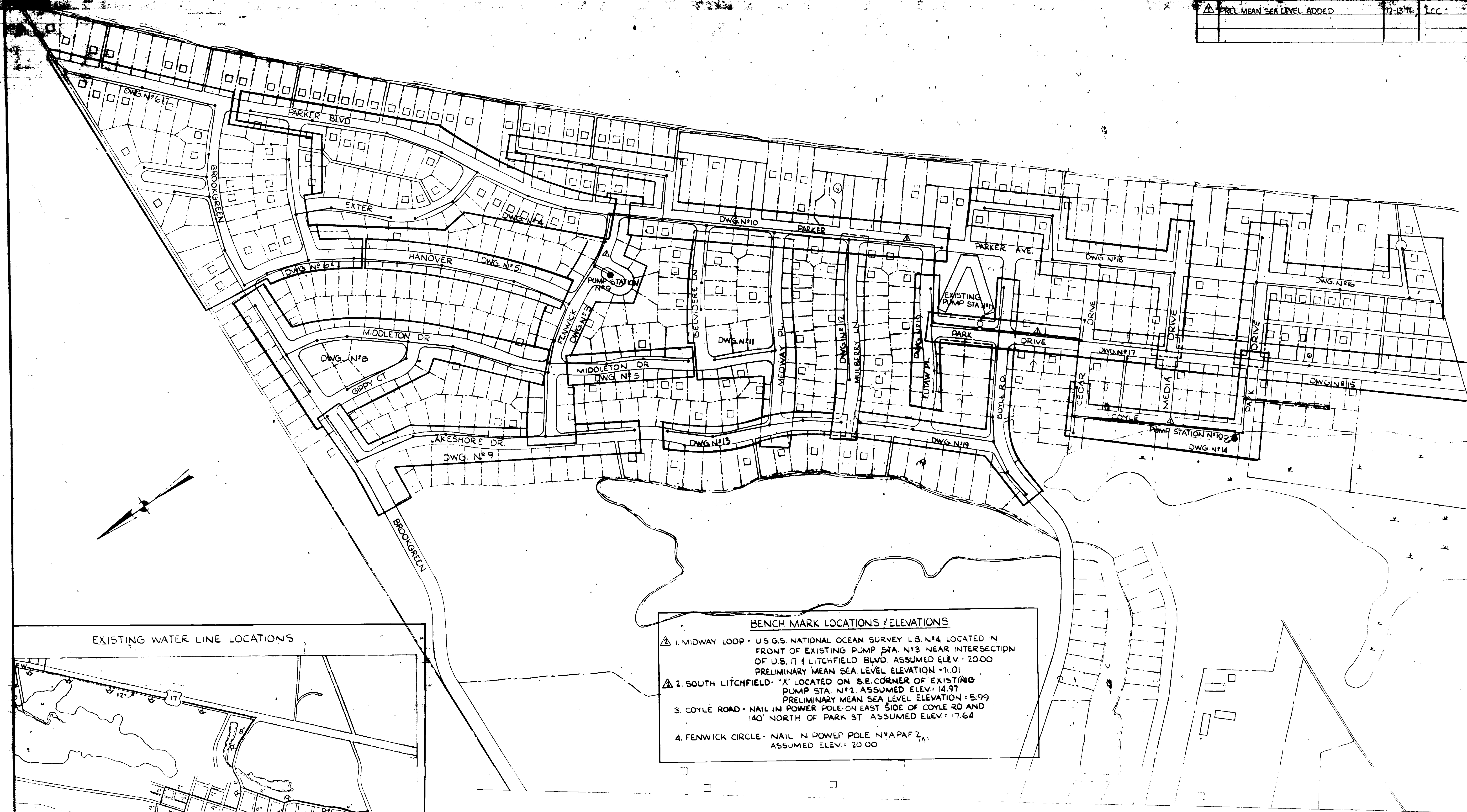
If you have any questions about this project, please contact our Engineering Department at 843-237-9727 or [engineering@gcwsd.com](mailto:engineering@gcwsd.com). Our staff will be happy to discuss how the project may affect your property and help address any concerns.

Sincerely,

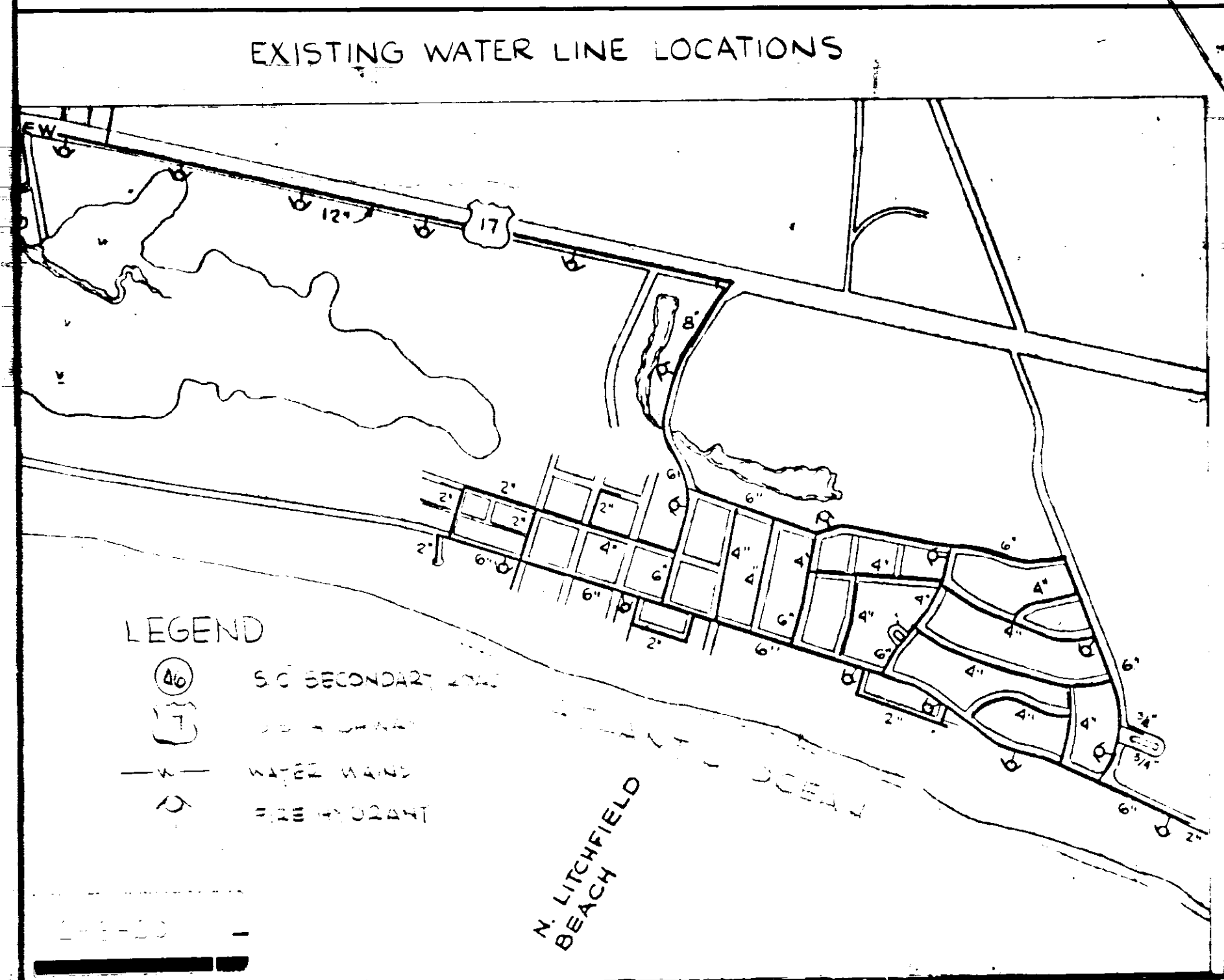
*Amanda Gill*

Amanda Gill  
Engineering & Construction Director  
Georgetown County Water and Sewer District

|                            |          |     |
|----------------------------|----------|-----|
| GEORGE MAIN ADDED          | 11-76    | LCC |
| PREL. MEAN SEA LEVEL ADDED | 12-13-76 | LCC |



EXISTING WATER LINE LOCATIONS



**BENCH MARK LOCATIONS / ELEVATIONS**

1. MIDWAY LOOP - U.S.G.S. NATIONAL OCEAN SURVEY L.B. N#4 LOCATED IN FRONT OF EXISTING PUMP STA. N#3 NEAR INTERSECTION OF U.S. 17 & LITCHFIELD BLVD. ASSUMED ELEV.: 20.00  
PRELIMINARY MEAN SEA LEVEL ELEVATION: 11.01

2. SOUTH LITCHFIELD - "X" LOCATED ON S.E. CORNER OF EXISTING PUMP STA. N#2. ASSUMED ELEV.: 14.97  
PRELIMINARY MEAN SEA LEVEL ELEVATION: 5.99

3. COYLE ROAD - NAIL IN POWER POLE ON EAST SIDE OF COYLE RD AND 140' NORTH OF PARK ST. ASSUMED ELEV.: 17.64

4. FENWICK CIRCLE - NAIL IN POWER POLE N#APAF2, ASSUMED ELEV.: 20.00

LEGEND

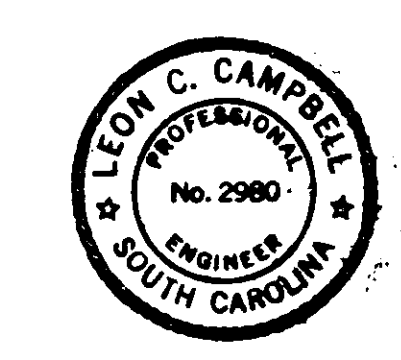
- (S) 6" S.C. SECONDARY
- (S) 4" S.C. WATER MAIN
- (S) 4" S.C. FIRE HYDRANT

2-3-20

NOTE  
PIPE MATERIAL IS OF ADS TAPPS  
PIPE AND IS INDICATED ON DRAWING  
AS "TP"

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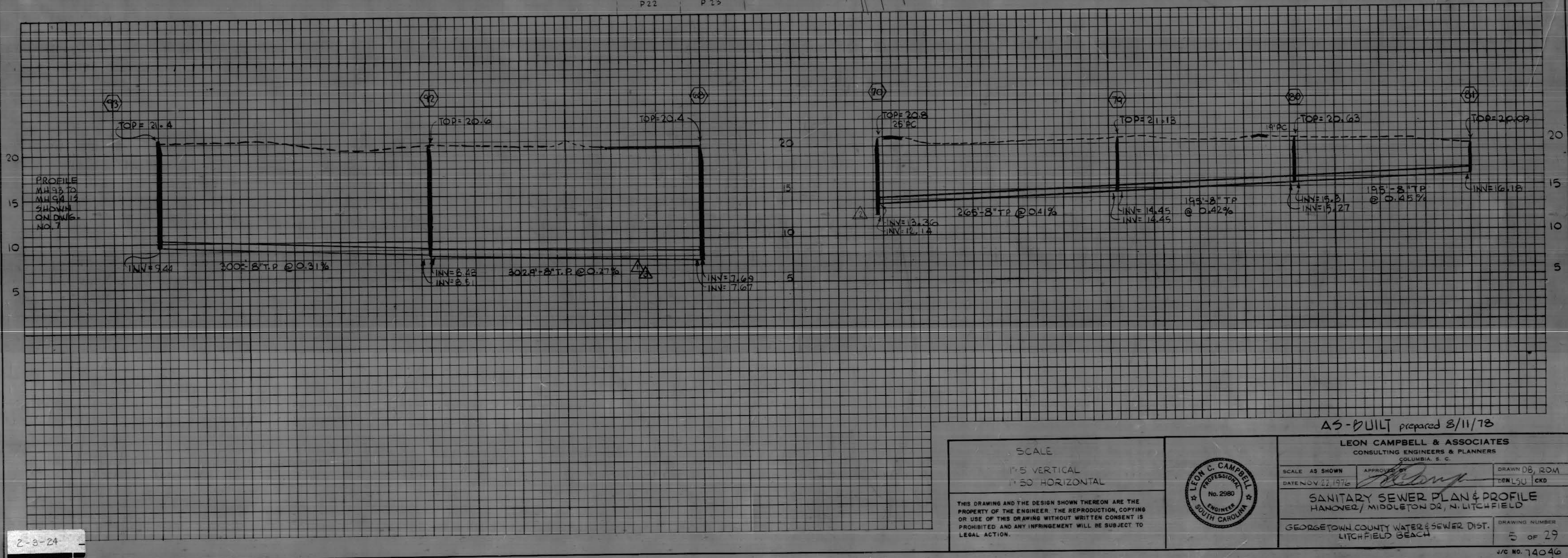
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| <b>LEON CAMPBELL &amp; ASSOCIATES</b><br>CONSULTING ENGINEERS & PLANNERS<br>COLUMBIA, S. C. |                                |                           |
| SCALE 1" = 200'<br>DATE NOV. 22, 1976   | APPROVED<br><i>[Signature]</i> | DRAWN DD<br>DGN LU SKD    |
| <b>SANITARY SEWER OVERALL, INDEX PLAN<br/>AND EXISTING WATER</b>                            |                                |                           |
| GEORGETOWN COUNTY WATER & SEWER DISTRICT<br>NORTH LITCHFIELD BEACH                          |                                | DRAWING NUMBER<br>1 OF 29 |







| SYM. | REVISION DESCRIPTION | DATE     | APPROVED BY |
|------|----------------------|----------|-------------|
| ①    | GRADE REVISED        | 12-7-76  | LCC         |
| ②    | INVERT REVISED       | 12-14-76 | LCC         |
| ③    | RELOCATE MH No 68    | 9-28-77  | LCC         |





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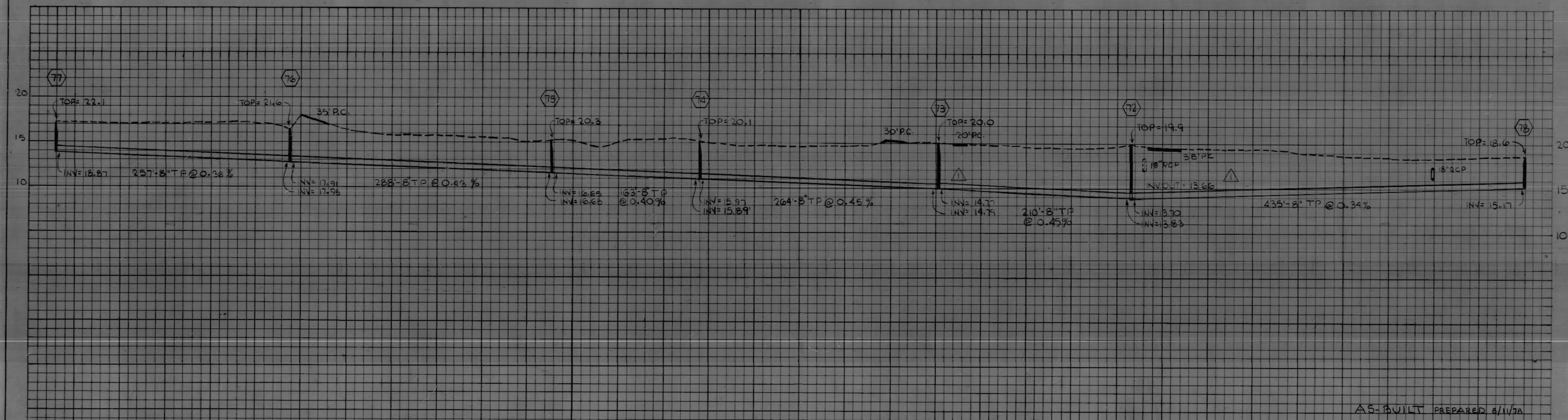
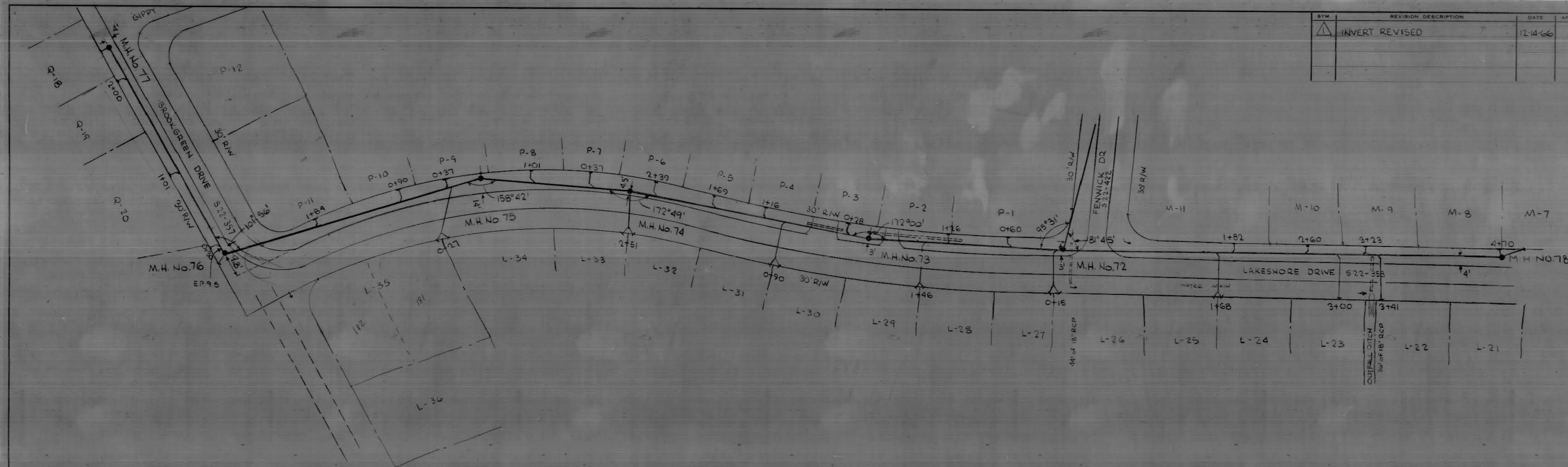
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2-3-28

LEON CAMPBELL & ASSOCIATES, CONSULTING ENGINEERS & PLANNERS, COLUMBIA, S.C.  
P.O. BOX 1000, COLUMBIA, S.C. 29201  
TELEPHONE (803) 733-1111  
FACSIMILE (803) 733-1112  
LEON CAMPBELL, PROFESSIONAL ENGINEER, No. 2980, SOUTH CAROLINA

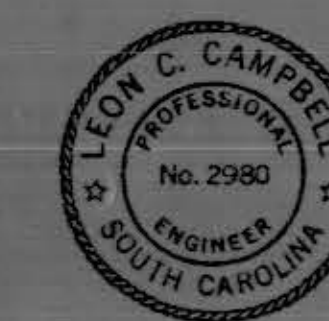
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| △   | INVERT REVISED       | 12-14-66 | LCC         |



A5-BUILT PREPARED 6/11/78

SCALE: 1"=50' HORIZONTAL  
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COLUMBIA, S.C.

SCALE AS SHOWN  
DATE NOV 22 1976  
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DRAWN: RDM, LCU, LCU

SANITARY SEWER PLAN & PROFILE  
LAKESHORE/BROOKGREEN DR., N. LITCHFIELD

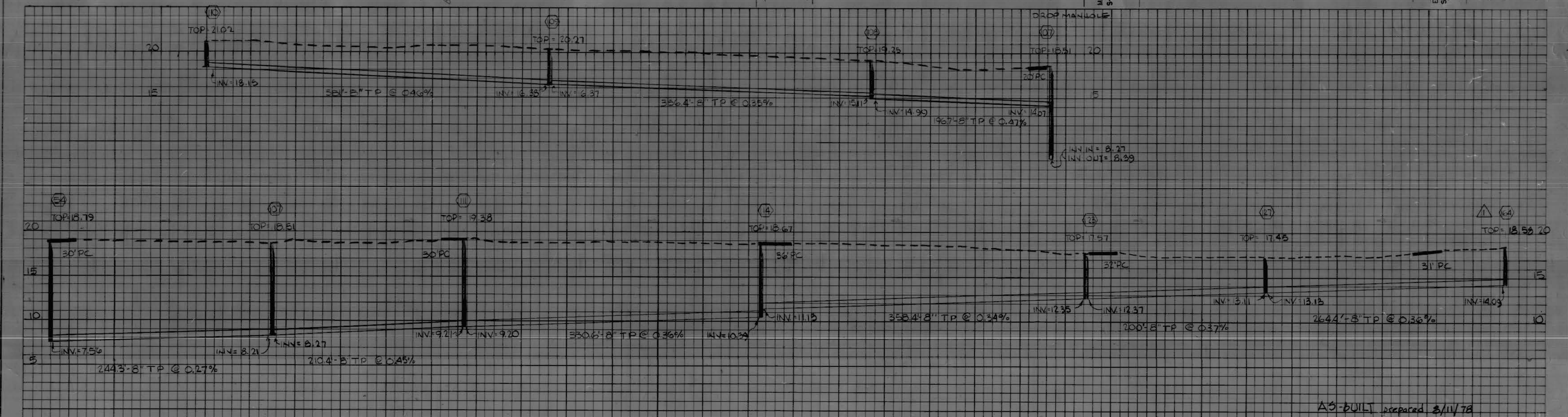
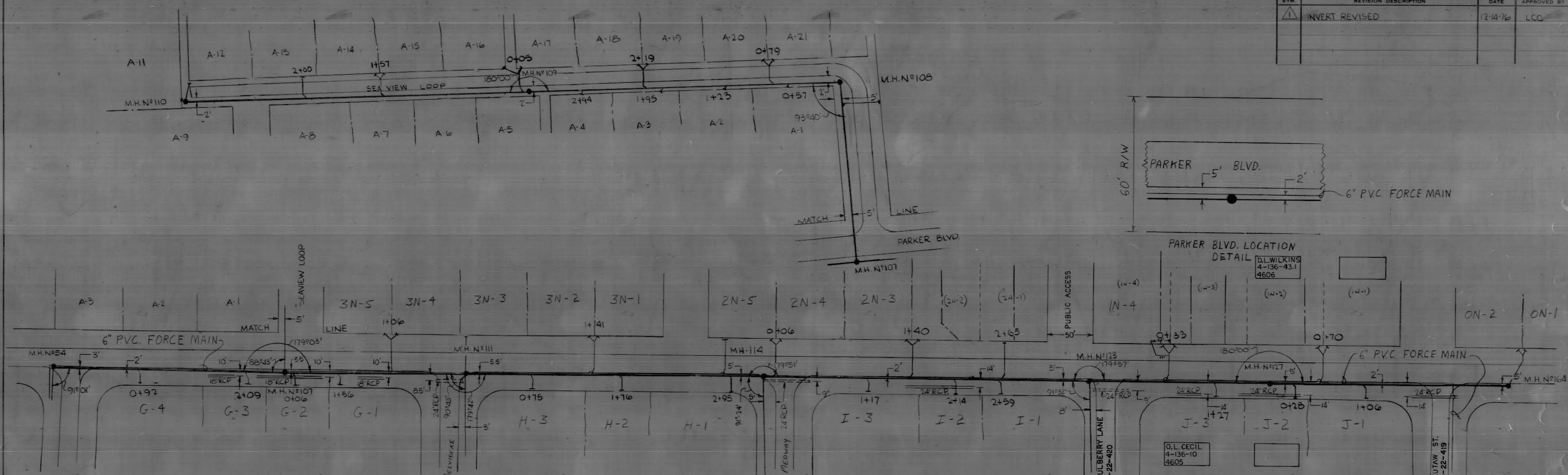
GEORGETOWN COUNTY WATER & SEWER DIST  
LITCHFIELD BEACH

DRAWING NUMBER  
9 OF 29

J/C NO 74046



| SYM | REVISION DESCRIPTION | DATE     | APPROVED BY |
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| 1   | INVERT REVISED       | 12-14-76 | LCC         |



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| SCALE AS SHOWN   | APPROVED BY | DRAWN DCE      | DATE NOV 22, 1976 |
| SANITARY SEWER PLAN & PROFILE<br>SEA VIEW LOOP, PARKER BLVD.                     |             | DRAWING NUMBER |                   |
| GEORGETOWN COUNTY WATER & SEWER DISTRICT<br>LITCHFIELD BEACH                     |             | 10 OF 29       |                   |

JVC NO. 74046

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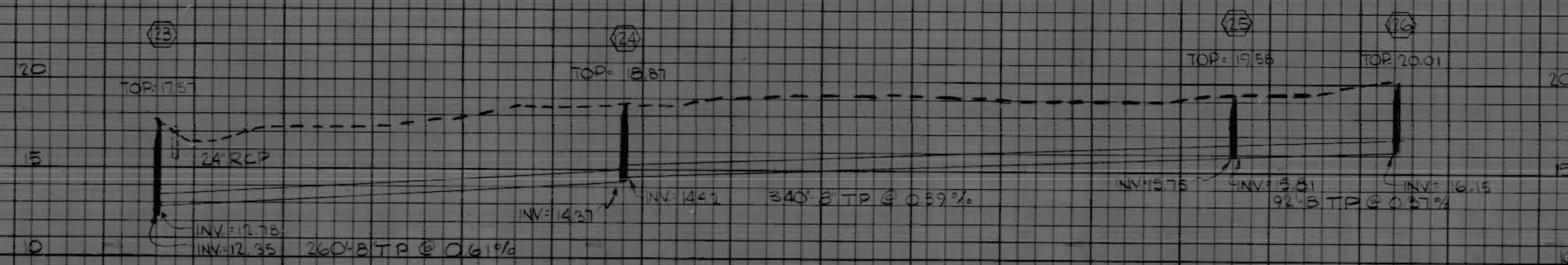
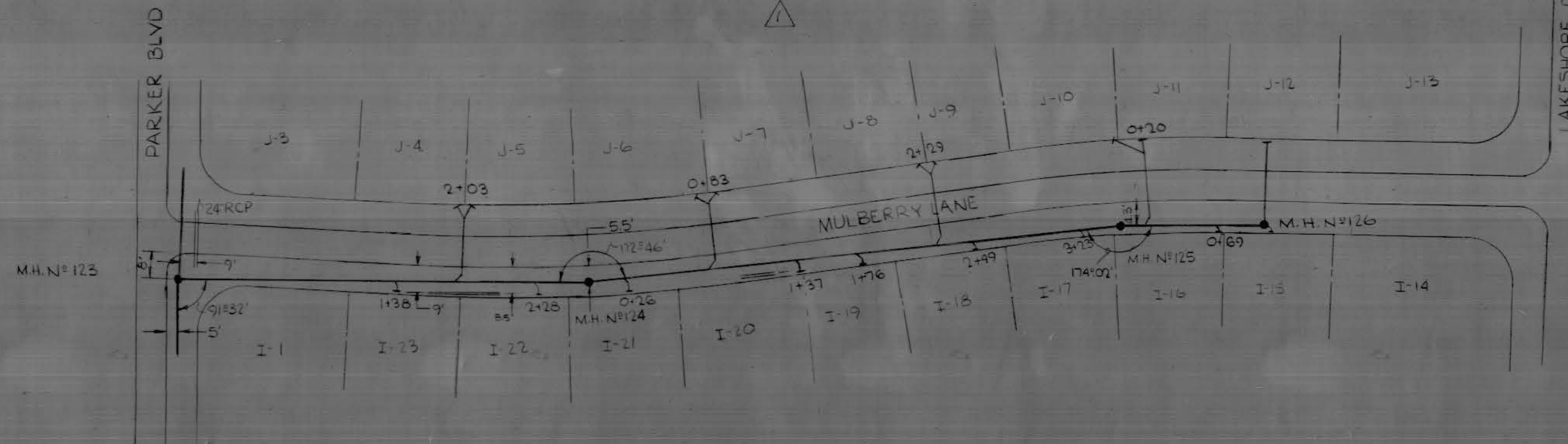
PLANS AND PROFILES OF SANITARY SEWER SYSTEMS  
DESIGNED BY S. CAMPBELL & ASSOCIATES  
COLUMBIA, S. C.

PLANS AND PROFILES OF SANITARY SEWER SYSTEMS  
DESIGNED BY S. CAMPBELL & ASSOCIATES  
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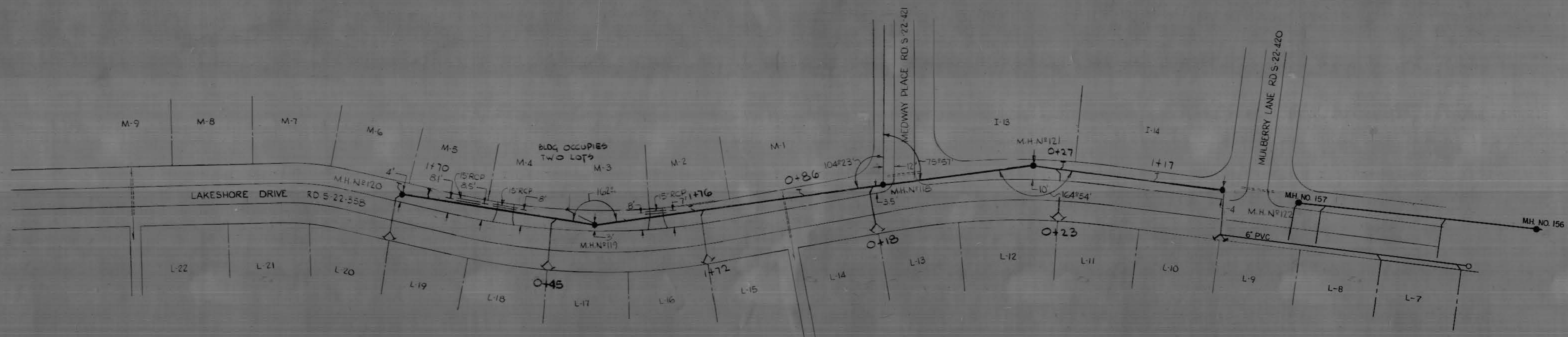


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| LEON CAMPBELL & ASSOCIATES<br>CONSULTING ENGINEERS & PLANNERS<br>COLUMBIA, S. C. |                                 |
| SCALE: AS SHOWN  | APPROVED BY: <i>[Signature]</i> |
| DATE: NOV 22, 1976   | DRAWN: DCB                      |
| SANITARY SEWER PLAN & PROFILE<br>MULBERRY LANE                                   |                                 |
| GEORGETOWN COUNTY WATER & SEWER DISTRICT<br>LITCHFIELD BEACH                     |                                 |
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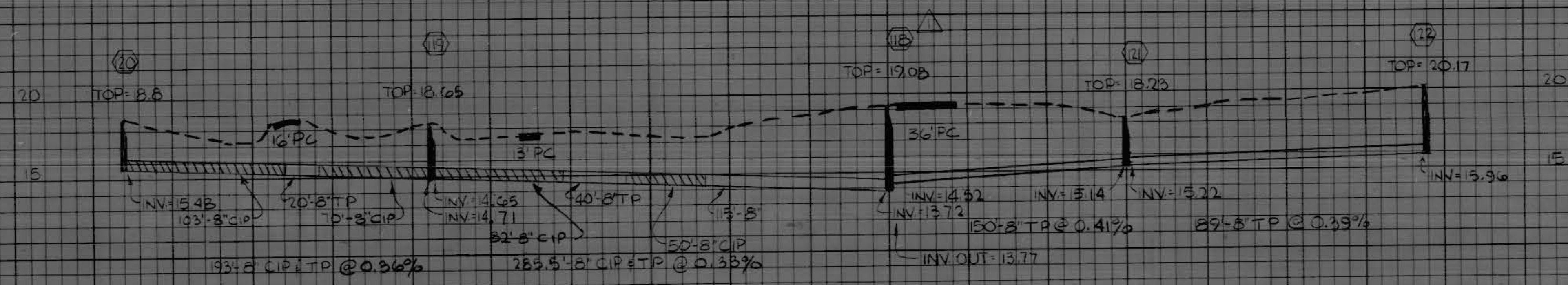
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| 1    | INVERT OUT ADDED     | 12-14-76 | LCC         |



NOTE: SERVICES FOR L-9, 8, 7 WERE RELAYD 6-5-86



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| SCALE AS SHOWN  | APPROVED BY | DATE NOV 22, 1976 |
| SANITARY SEWER PLAN & PROFILE<br>LAKESHORE DRIVE                                |             |                   |
| GEORGETOWN COUNTY WATER SEWER DISTRICT<br>LITCHFIELD BEACH                      |             |                   |
| DRAWING NUMBER  |             | 13 OF 29          |
| J/C NO. 74046   |             |                   |

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## Instructions to Bidders

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#### ARTICLE 1 – COPIES OF BIDDING DOCUMENTS

- 1.01 Complete sets of the Bidding Documents may be obtained from the owner: Georgetown County Water and Sewer District.
- 1.02 Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 1.03 Owner in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

#### ARTICLE 2 – QUALIFICATION OF BIDDERS

- 2.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- A. Ability to comply with the required performance schedule, taking in to consideration all existing commercial and governmental business commitments (overall business schedule and how this project would fit).
- B. Necessary Organization, experience, accounting and operational controls and technical skills, or the ability to obtain them (blank forms or written office and field procedures).

- C. Necessary production, construction, technical equipment and facilities, or ability to obtain them (list of available plant and equipment).

### ARTICLE 3- EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

#### 3.01 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner by owners of such Underground Facilities, including Owner, or others.

#### 3.02 Hazardous Environmental Condition

- A. The Contract Documents identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in paragraph 3.02A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

#### 3.03 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, test, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, test, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

#### 3.04 It is responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
- C. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- D. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work;



- E. Take inconsideration normal weather conditions. Normal weather does not mean statistically average weather conditions, but rather means a range of weather conditions that might be anticipated (i.e. conditions that are not extremely unusual). Normal weather shall be determined from the public historical records available including the U.S. Department of Commerce, Local Climatological Data Sheets, Oceanic and Atmospheric Administration/Environmental Data and information Service National Climatic Center and the National Weather Service. The data sheets to be used shall be for the locality or localities closest to the site of the work. No additional compensation will be paid because of adverse weather conditions, except as indicated in the General Conditions; and
  - F. Use the public historical Climatological records designated by the Owner, if any. If Owner requests the Bidder to indicate which records used, each Bidder may select the public historical climatologically records upon which he will rely in computing his bid. In the latter situation, each bidder shall designate in the space provided which of such climatologically records were used in formulating his bid, bid. A bidder's failure to designate climatologically records when submitting a bid shall not disqualify his bid, but shall constitute a waiver of the right to claim any extension of time as the result of abnormal weather. In either case, the bid submitted and the time of completion shall be presumed to have been based upon normal weather derived from the climatologically records used.
- 3.05 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 3.06 Notice of Special Conditions
- A. Attention is called to those parts of the contract documents and specifications, which deal with the items below, if they are included in the following specifications:
    - 1 Inspection and testing of materials when required
    - 2 Insurance requirements

#### ARTICLE 4 – INTERPRETATIONS AND ADDENDA

- 4.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to owner in writing on the conflict resolution form included in the bid documents. Interpretations or clarifications considered necessary by owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by owner as having received the Bidding Documents. Questions received less than ten days prior

to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 4.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner. The owner will not receive or respond to questions other than written comments concerning conflicts, errors, or omissions.

## ARTICLE 5 – CONTRACT TIMES

- 5.01 All Work shall be completed within 180 days of the Notice to Proceed.

## ARTICLE 6 - LIQUIDATED DAMAGES

- 6.01 **Time is of the essence for this Project, particularly due to the need for completion prior to the summer season. If the Contractor fails to achieve project completion by the Contract Completion Date, as adjusted by authorized Change Orders, the Contractor shall pay the District liquidated damages in the amount of \$250 per calendar day for each day completion is delayed. The parties agree that actual damages resulting from delay—including extended engineering and inspection costs, increased traffic impacts, and disruption to District operations—are difficult to accurately determine. Therefore, the amount stated herein is a reasonable estimate of the costs anticipated to be incurred by the District due to such delay, and is not a penalty. The District may deduct liquidated damages from any amounts otherwise due or becoming due to the Contractor.**

## ARTICLE 7 – PREPARATION OF BID

- 7.01 The Bid shall be a sealed bid for this project. The Bids shall include per unit pricing for the installation the water main. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The Contractor shall provide all labor, materials, and equipment for the installation.
- 7.02 The sealed bids shall be received by the Georgetown County Water and Sewer District at their office located at 456 Clearwater Drive, Pawleys Island, S. C. until **3:00 PM, Tuesday, November 25, 2025.** If mailing bid mail to PO Box 2730 Pawleys Island, SC 29585. Georgetown County Water and Sewer District is not responsible for late mail delivery. The District reserves the right to reject any and all bids.
- 7.03 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid Item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.
- 7.04 Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The

corporation business address and state of incorporation shall be provided on the Bid Form.

- 7.05 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The business address of the partnership shall be provided on the Bid Form.
- 7.06 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the business address of the firm must be provided on the Bid Form.
- 7.07 A Bid by an individual shall show the Bidder's name and business address.
- 7.08 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.
- 7.09 All names shall be typed or printed in ink below the signatures.
- 7.10 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form. It shall be each Bidder's responsibility to assure himself that all addenda have been received. No claim for failure to receive addenda shall be considered.
- 7.11 The address and telephone number for communication regarding the Bid shall be shown.

## ARTICLE 8 – BASIS OF BID; COMPARISON OF BIDS

### 8.01 Lump Sum

- A. Bidders shall submit a Bid on a unit price basis for each item of work listed. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price.

### 8.02 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of work listed in the Bid Tabulation sheet. The total of all bid will be the sum of the products of the estimated quantity of each item and the corresponding unit price.
- B. The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined by the bid prices.
- C. Discrepancies between the products of the estimated quantity of each item and the corresponding unit price will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.



- D. Contracts will be awarded to the contractors that are qualified, can meet the time constraints, and have the lowest bid price for the project.
- 8.03 The Bid price shall include such amounts, as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents.
- 8.04 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date.

#### ARTICLE 9 – SUBMITTAL OF BID

- 9.01 Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Bid Summary and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation “ BID ENCLOSED”. When using the mail or other delivery system, the Bidder is totally responsible for the mail or other delivery system delivering the Bid at the place and prior to the time indicated in the Bid Summary.

#### ARTICLE 10 – MODIFICATION AND WITHDRAWAL OF BID

- 10.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 10.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfactions of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a Bid without forfeiting the Bid security does not apply to Bidder's errors in judgment in the preparing the Bid.

#### ARTICLE 11 – OPENING OF BIDS

- 11.01 Bids will be opened at the time and place indicated in the Bid Summary and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 11.02 Responsiveness and responsibility of bidders will be based on:
- A. The completeness and regularity of the Bid.
  - B. Whether the Bidder maintains a permanent place of business.

- C. Has adequate plant and equipment to do the work properly and within the time limit established.
  - D. Has adequate financial status to meet his obligations contingent to the work.
  - E. Has proper licensing in the State of South Carolina to do work as described within the Bidding Documents.
- 11.03 Any bid protest lodged in conjunction with the construction contract must be received by the Owner by close of business no later than seven (7) calendar days from the date of the bid opening. Protests will only be considered by parties with a direct financial interest in the bid under consideration. Any protest will be reviewed by the OWNER and determination of the protest's legitimacy will be made within seven (7) calendar days of its receipt. Parties lodging the complaint may appeal the decision to the OWNER within seven (7) calendar days from the receipt of this determination. Any such appeal will be reviewed and a determination rendered within seven (7) calendar days from receipt of the appeal. A decision on the appeal will be final. Any protest not filed within the seven (7) day period will be rejected as untimely.

#### ARTICLE 12 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 12.01 All Bids remain subject to acceptance for 30 days from Bid due date.

#### ARTICLE 13 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 13.02 13.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquire and evaluation, to be non-responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. **Owner reserves the right to request written or oral clarifications of Bids. Bidders shall provide any requested clarification or supplemental information within five (5) business days of the Owner's request, unless otherwise specified. Failure to do so may result in rejection of the Bid as non-responsive.**
- 13.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than on Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 13.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid Form or prior to the Notice of Award.

- 13.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Contract Documents.
- 13.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the contract Documents.
- 13.07 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered.

#### ARTICLE 14 – MINIMUM INSURANCE

- 14.01 Without in anyway limiting a party's liability, or responsibility under this agreement, the Outsource Contractor will, at its sole expense, procure and maintain in effect during the term of this Agreement, with respectable and financially responsible insurance companies the following minimum insurance. Approved contractors shall submit certificates of insurance to the District for the following policies: Comprehensive general liability insurance, including personal injury liability, Blanket contracted liability, and Property damage liability coverage, General Aggregate \$1,000,000, Personal injury \$1,000,000, Each occurrence \$500,000, automobile bodily injury and property damage liability insurance covering owned, non-owned, rental, or hired autos. The combined single limit for bodily injury and property damage shall not be less than \$500,000, statutory workers compensation and employee liability insurance as required by state law, Professional liability insurance in an amount not less than \$100,000.
- 14.02 **All insurance certificates must list the District as the certificate holder and shall provide that coverage will not be cancelled or materially altered without at least thirty (30) days' prior written notice to the District.**
- 14.03 **The Contractor shall ensure that all required insurance remains in full force and effect until final acceptance of the Work by the District. Failure to maintain required insurance may result in suspension of the Work or termination of the Contract.**

#### ARTICLE 15 – BOND REQUIREMENTS

- 15.01 **No bid bond required.**
- 15.02 **Performance and Payment bonds will be required for the selected Contractor for 100% of the Contract cost. Bonds will be requested by GCWSD after Notice of Award and before signing the Contract Agreement. Bonds will be made part of the Agreement.**



- 15.03 All bonds shall be executed by a surety company licensed to do business in the state of South Carolina and acceptable to the District.
- 15.04 If at any time the surety becomes insolvent, is placed in receivership, or otherwise becomes unacceptable to the District, the Contractor shall furnish replacement bonds within seven (7) calendar days of written notice from the District.

#### **ARTICLE 16 – EXECUTION OF AGREEMENT, BONDS, AND INSURANCE**

- 16.01 Within seven (7) calendar days of receipt of the Notice of Award, the Successful Contractor shall execute and return the Contract Agreement to the District, together with all required Performance and Payment Bonds, Certificates of Insurance, and any other documents specified in the Contract Documents.
- 16.02 Time is of the essence regarding the execution of the Agreement and submission of required bonds and insurance. Failure to submit complete and compliant documents within the required timeframe may constitute sufficient grounds for the District to withdraw the Notice of Award and proceed to the next lowest responsible Bidder or otherwise act in the District's best interest.
- 16.03 The Notice to Proceed will not be issued until the District has received, reviewed, and approved the fully executed Agreement, required bonds, and insurance documentation. Delays by the Contractor in providing these items shall not be grounds for extension of Contract Time, and may be grounds for the District to withdraw the Notice of Award and proceed to the next lowest responsible Bidder.
- 16.04 The Contractor shall not commence any Work at the Project site until receipt of a written Notice to Proceed. Any Work commenced prior to issuance of Notice to Proceed is performed solely at the Contractor's risk and expense.
- 16.05 If any Agreement documents, bonds, or insurance certificates submitted by the Contractor are incomplete, incorrect, or otherwise unacceptable, the Contractor shall promptly correct and resubmit the required documents. The deadlines established in Article 16.01 shall remain in effect and shall not restart due to submission of deficient or incorrect documents, unless the District grants a written extension at its sole discretion.