
BIDDING INFORMATION

FOR

HOLLY HILL ADMINISTRATION COMPLEX RENOVATION AND ADDITION

for the

COUNTY OF ORANGEBURG



Project Number: FY13 - 1206

October 18, 2012



LRC Architects and Planners, LLC

**HOLLY HILL TOWN ADMINISTRATION COMPLEX
RENOVATION AND ADDITION
FOR THE
COUNTY OF ORANGEBURG
ORANGEBURG, SOUTH CAROLINA**



OCTOBER 2012

LRC ARCHITECTS AND PLANNERS, LLC.

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DOCUMENT 00113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Holly Hill Town Administration Complex Renovation and Addition.
 - 1. Project Location: Old State Road, Holly Hill, SC.
- C. Owner: County of Orangeburg.
 - 1. Owner's Representative: Mr. Harold Young, County Administrator, P.O. Box 9000, Orangeburg, SC, 29116-9000.
- D. Architect: LRC Architects and Planners, LLC, 1180 Columbia Avenue, Suite 201, SC, 29063.
 - 1. Architect's Representatives: Mr. Ray Clark, Project Manager, and Mr. Bill Woods, Project Architect.
- E. Project Description: Project consists of the renovation of the old Holly Hill Middle School building, site development as indicated in the construction documents, and the construction of an Impound building and a building addition for the Holly Hill Police Department. The Work involves partial site and building demolition, building renovation, pre-engineered metal building, plumbing, HVAC, fire protection, and electrical operations.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: December 6, 2012.
 - 2. Bid Time: 2:00 p.m., local time.
 - 3. Location: County Administrative Center Training Room at the Administration Centre Building at 1437 Amelia Street, Orangeburg, SC. Please ask for Ms. Jannella Shuler from the reception desk for directions to the room.
- B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A prebid conference for all bidders will be held at The Holly Hill Depot at 8603 Old State Rd., Holly Hill, SC on November 8, 2012 at 2:00 p.m., local time. Prospective bidders are required (mandatory) to attend.

1.5 DOCUMENTS

- A. Online Procurement and Contracting Documents: Obtain access after Tuesday October 23, 2012 by contacting the Architect. The construction documents are available for viewing and printing online through our cloud-based system. The process is as follows – send the Architect an email containing your preferred email address requesting access to the documents, you will then be sent an invitation to access the documents with all required information for complete access, and the documents can be viewed and/or downloaded in digital format (pdf) through this portal. Each bidder is responsible for securing and paying for all hardcopies from these digital copies as they may require for bidding purposes. Online access will be provided to all bidders and suppliers requesting access. Contractors can find additional/other information at <http://www.orangeburgcounty.org/Purchasing/solicitations.html>, the Procurement Department for Orangeburg County.
- B. Documents will also be available on the AGC and Dodge plan room Web sites.

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 SUPPLEMENTAL DOCUMENTS

- A. RD Instruction 1942-A (Guide 19) (Attachment 1) immediately following this page is a component of this Advertisement.

END OF DOCUMENT 00113

ADVERTISEMENT FOR BIDS

The County of Orangeburg
Owner

P.O. Drawer 9000
Address

Orangeburg, SC, 29116-9000

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work) The Work involves the renovation of the Old Holly Hill Middle School to accommodate various town and county agencies. Work involves extensive interior renovation, exterior masonry cleaning, a small addition the the proposed Holly Hill Police Department, and the construction of an Impound Building. Work also includes site and landscaping work.

will be received by The County of Orangeburg
at the office of The County of Orangeburg
until _____, (Standard Time - Daylight Savings Time) _____
19_____, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:

See Section 00113

Copies of the CONTRACT DOCUMENTS may be obtained at the office of _____ located at See Section 00113
upon payment of \$_____ for each set.

RD Instruction 1942-A
(Guide 19) (Attachment 1) (Page 2)

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded the payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded \$ See Section 00113.

DATE

DOCUMENT 00200 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders - 1997," is hereby incorporated into the Procurement and Contracting Requirements by reference.
- B. Supplementary Instructions to Bidders – Bound herein.
- C. RD 1942-A, Guide 19, Att. 2 – Information for Bidders – Bound herein.

END OF DOCUMENT 00200

(Guide 19 - Attachment 2)

INFORMATION FOR BIDDERS

BIDS will be received by The County of Orangeburg, SC

(herein called the "OWNER"), at _____

until _____, 192012, and then at said office publicly

opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to _____
Ms Janella Shuler, Chief Purchasing Agent at 1437 Amelia Street, Orangeburg, SC.
Each sealed envelope containing a BID must be plainly marked on the outside as
BID for The Holly Hill Town Center Renovation and Addition and the envelope
should bear on the outside the BIDDER'S name, address, and license number if
applicable, and the name of the project for which the BID is submitted. If
forwarded by mail, the sealed envelope containing the BID must be enclosed in
another envelope addressed to the OWNER at _____
P.O. Drawer 9000, Orangeburg, SC 29116-9000.

All BIDS must be made on the required BID form. All blank spaces for BID
prices must be filled in, in ink or typewritten, and the BID form must be
fully completed and executed when submitted. Only one copy of the BID form is
required.

The OWNER may waive any informalities or minor defects or reject any and
all BIDS. Any BID may be withdrawn prior to the above scheduled time for the
opening of BIDS or authorized postponement thereof. Any BID received after
the time and date specified shall not be considered. No BIDDER may withdraw a
BID within 60 days after the actual date of the opening thereof. Should there
be reasons why the contract cannot be awarded within the specified period, the
time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated
quantities in the BID Schedule by examination of the site and a review of the
drawings and specifications including ADDENDA. After BIDS have been
submitted, the BIDDER shall not assert that there was a misunderstanding
concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information
which is pertinent to, and delineates and describes, the land owned and
rights-of-way acquired or to be acquired.

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

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

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

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

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

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER

may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will leave from the office of the Holly Hill Town Hall
at _____.

The ENGINEER IS LRC Architects and Planners, LLC. The ENGINEER'S address is 1180 Columbia Avenue, Suite 201, Irmo, SC 29063.

DOCUMENT 00210 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:
 - 1. AIA Document A701 - 1997, "Instructions to Bidders."
 - 2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.
 - 3. RD 1942-A, Guide 19, Att. 2, Information for Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

- A. The following supplements modify AIA Document A701, "Instructions to Bidders." Where a portion of the Instructions to Bidders is modified or deleted by these Supplementary Instructions to Bidders, unaltered portions of the Instructions to Bidders shall remain in effect.
- B. Should any conflict exist between any of these Instructions to Bidders documents, the provisions of RD 1942-A, Guide 19, Att. 2 shall govern.

1.3 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:
 - 1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.
- B. Add Section 2.1.5:
 - 1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of South Carolina and meets qualifications indicated in the Procurement and Contracting Documents.
- C. Add Section 2.1.6:
 - 1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.4 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:
 - 1. Add Section 3.2.2.1:
 - a. 3.2.2.1 – Submit all Bidder's Requests for Interpretation via e-mail to the Architect.
- B. 3.4 - Addenda:
 - 1. Delete Section 3.4.3 and replace with the following:
 - a. 3.4.3 - Addenda may be issued at any time prior to the day established for the receipt of bids.
 - 2. Add Section 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:
 - 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
 - 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.5 ARTICLE 4 - BIDDING PROCEDURES

- A. 4.1 - Preparation of Bids:
 1. Add Section 4.1.1.1:
 - a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from Architect in pdf format.
 2. Add Section 4.1.8:
 - a. 4.1.8 - The Bid shall include unit prices when called for by the Procurement and Contracting Documents. Owner may elect to consider unit prices in the determination of award. Unit prices will be incorporated into the Contract.
 3. Add Section 4.1.9:
 - a. 4.1.9 - Owner may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.
 4. Add Section 4.1.10:
 - a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner.
- B. 4.3 - Submission of Bids:
 1. Add Section 4.3.1.2:
 - a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.
- C. 4.4 - Modification or Withdrawal of Bids:
 1. Add the following sections to 4.4.2:
 - a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
 - b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder,

does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

- D. 4.5 - Break-Out Pricing Bid Supplement:
 - 1. Add Section 4.5:
 - a. 4.5 - Provide detailed cost breakdowns on forms provided no later than two business days following Architect's request.
- E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:
 - 1. Add Section 4.6:
 - a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products no later than two business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling three percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.6 ARTICLE 5 - CONSIDERATION OF BIDS

- A. 5.2 - Rejection of Bids:
 - 1. Add Section 5.2.1:
 - a. 5.2.1 - Owner reserves the right to reject a bid based on Owner's and Architect's evaluation of qualification information submitted following opening of bids. Owner's evaluation of the Bidder's qualifications will include: status of licensure and record of compliance with licensing requirements, record of quality of completed work, record of Project completion and ability to complete, record of financial management including financial resources available to complete Project and record of timely payment of obligations, record of Project site management including compliance with requirements of authorities having jurisdiction, record of and number of current claims and disputes and the status of their resolution, and qualifications of the Bidder's proposed Project staff and proposed subcontractors.

1.7 ARTICLE 6 - POSTBID INFORMATION

- A. 6.1 - Contractor's Qualification Statement:
 - 1. Add Section 6.1.1:
 - a. 6.1.1 - Submit Contractor's Qualification Statement no later than two business days following Architect's request.
- B. 6.3 - Submittals:
 - 1. Add Section 6.3.1.4:
 - a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than two business days following Architect's request.

1.8 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

- A. 7.1 - Bond Requirements:
 - 1. Add Section 7.1.1.1:
 - a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.
- B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:
 - a. The Bidder shall deliver the required bonds to Owner no later than 10 days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.
2. Delete Section 7.2.3 and insert the following:
 - a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.9 ARTICLE 9 - EXECUTION OF THE CONTRACT

- A. Add Article 9:
1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within 10 days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through Architect, in such number of counterparts as Owner may require.
 2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
 3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement or as established in a NOTICE TO PROCEED.
 4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF DOCUMENT 00210

DOCUMENT 00260 - PROCUREMENT SUBSTITUTION PROCEDURES

1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01635 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
 - 3. The request is fully documented and properly submitted.

1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing from the prime bidder in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format: Submit one copy of each written Procurement Substitution Request, **via e-mail** using CSI Substitution Request Form 1.5C.
 - 3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web site.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
 - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.

- 2) Copies of current, independent third-party test data of salient product or system characteristics.
 - 3) Samples where applicable or when requested by Architect.
 - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- b. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
 - c. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

END OF DOCUMENT 00260