ADDENDUM NUMBER 1

LAKE HARTWELL RAW WATER PUMP STATION IMPROVEMENTS

FOR

ARJWS

GMC PROJECT NO. CGRE250033

1. **Revisions to the Project Manual**
   a. PRE-BID CONFERENCE MINUTES
   b. C-200 INSTRUCTIONS TO BIDDERS
   c. BIDDER QUALIFICATION STATEMENT
   d. NOTICE OF AWARD

2. **Questions**

2.1 The required bid attachments listed on the bid form states to include a Bidder Qualification Statement but we are not finding this document in the bid documents. Please provide if it is required to be submitted with the bid.

2.1.1 ***GMC Response***: Yes, Bidder Qualification shall be included. Please see attachments to Addendum 1 and include with bid.

2.2 Bid Item #2- Assignment of Contract – Owner Purchase of Pumps has a value of $ 497,040.00. This appears to be the pre-tax value, it is our understanding that Sate + Local Sales Taxes should apply. Please confirm the contractor needs to add sales tax for this item in our bid amount, and since the bid form is broken down into several bid items, which bid item are we to include sales tax for this item?

2.2.1 ***GMC Response***: ARJWS is tax exempt, so no additional state or local sales taxes should be applied.

2.3 Bid Form has a line item to remove Pump #5, but not one to remove Pump #1. Are we not to include removing Pump #1 as well?

2.3.1 ***GMC Response***: No, Pump #1 shall be removed prior to start of work as part of a refurbishment contract between ARJWS and a refurbishment shop.

2.4 It was mentioned at the site walk some modifications to the existing concrete bases might be necessary. Please confirm what the anticipated pump base modifications are and provide details.

2.4.1 ***GMC Response***: Concrete bases may have to be modified as necessary to accommodate the new pumps, which may include grinding down existing, grout filling, or other modifications are required.

2.5 Are we to re-use the existing anchor bolts for the new pumps?

2.5.1 ***GMC Response***: No, the existing anchor bolts shall not be re-used. Contractor to supply

new anchor bolts.

2.6 Please confirm the existing openings in the top slab and base are of sufficient size for the new pumps to fit.

2.6.1 ***GMC Response***: Openings provided on the as-built drawings are sufficient for the new pumps. Also, other pumps at this station have been successfully replaced with Flowserve pumps.

2.7 Is the existing overhead hoist available for the contractors use for removing and installing pumps? Is the hoist electric or manual?

2.7.1 ***GMC Response***: Yes, the existing overhead hoist is available for the contractors to use for removing and installing pumps and is a 10-Ton hoist. Hoist is electric.

2.8 Please confirm the contractor can drive equipment onto the bridge so long as not to exceed the 10-TN weight limit.

2.8.1 ***GMC response***: Contractor can drive equipment onto the bridge, but the loading shall not exceed H10 loading (16,000 pounds).

2.9 In the pump submittal, the pumps are noted to be supplied with a coating of (1) Primer Coat of Tnemec N140F and (1) Top Coat of Tnemec N140F. Please confirm no additional paint coatings are to be applied on-site and these pumps will be delivered finish painted and ready for installation.

2.9.1 **GMC Response**: Pumps may require field touch up paint. Paint shall be supplied by Premier Water, but coating shall be completed by contractor. Piping installed will be factory primed and coated by contractor onsite. See updated coating schedule below.

Coating Type	Shop Primed	Primer Min. DFT (mils)	Finish Coat Min. DFT (mils)	Total Min. DFT (mils)
Spot prime - Modified Polyamidoamine Epoxy Tnemec Chembuild Series 135, Sherwin Williams Macropoxy 5500 LT,or equal **Finish - Aliphatic Acrylic Polyurethane** Tnemec Endura-Shield, Series 1095, Sherwin Williams Acolon 218 HS, or equal	Yes	3.0	2.0	5.0

2.10 Will any Permits or Business License be required? If so, please advise the cost of the permit or business license.

2.10.1 ***GMC Response***: No permits or business licenses will be required.

2.11 Please confirm that owner is responsible for employing a material testing firm for this project.

2.11.1 ***GMC Response:*** No material testing is anticipated. Pump startup testing will be required.

2.12 Does this project have Davis Bacon or AIS requirements?

2.12.1 ***GMC Response:*** No, Davis Bacon and AIS requirements do not apply for this project.

2.13 If Davis-Bacon wage rates are applicable, can you please provide the wage rate sheet and construction type classification that applies to this project?

2.13.1 ***GMC Response***: Davis Bacon does not apply.

2.14 What factors will determine the award of this project? Is the award to be based on the lowest single prime amount on the bid form or is the intention to be able to breakup and select pricing based on the unit prices? Is the intention to increase or decrease these quantities?

2.14.1 ***GMC Response***: The project is funded by SCIIP, so the award will be to the lowest qualified bidder based on either the Base Bid or Base Bid with Alternate based on the Engineer's recommendation of scope of work. The quantities are expected to remain the same.

2.15 In light of the unprecedented and unpredictable market conditions arising out of or relating to newly enacted or changed tariffs or other enactments and/or changes to laws, regulations, executive orders and other orders or decrees of government officers and authorities relating to ongoing and/or future trade in or with the United States, will the Owner modify the terms of the Contract to provide Contractor with reasonable equitable relief due to the unpredictable effect of such tariffs and market conditions on the cost or time for performance of the Work after the submission of bids or completed negotiations of price?

2.15.1 ***GMC Response***: No, the Owner will not modify the terms of the Contract for this accommodation. Bids are valid for 90 days and contractors should take into account market variability.

2.16 Are qualifications required with the bid submission?

2.16.1 ***GMC Response***: See response to 2.1 above.

2.17 What is the safety protocol for confined spaces?

2.17.1 ***GMC Response***: The contractor shall follow all OSHA requirements for confined space.

2.18 Please clarify what needs to be field coated.

2.18.1 ***GMC Response***: See response to 2.9 above.

2.19 Are there any insulation requirements?

2.19.1 ***GMC Response***: No insulation requirements are expected.

2.20 What are the anticipated lead times for the pumps?

2.20.1 ***GMC Response***: Pumps are expected to arrive by mid-April 2026.

2.21 Will the existing openings need to be modified to fit the new pumps, suction lines, and necessary seals?

2.21.1 ***GMC Response***: See response to 2.6 above.

2.22 Will the pump station be shutdown for access to the bottom of the wetwell for pump demo and install? If so, how will the bottom be drained?

2.22.1 ***GMC Response***: It is not anticipated that the Contractor will need to access the "wet" portion of the structure.

2.23 If the pump station can be shutdown, how long would the shutdown period be?

2.23.1 ***GMC Response***: The pump station can be shutdown for up to 6 hours.

2.24 If shutdown is not permitted, how would the bottom of the wetwell be accessed for demo and

install?

2.24.1 ***GMC Response***: It is not anticipated that the Contractor will need to access the "wet" portion of the structure.

2.25 Is there an approved or preferred SCADA vendor?

2.25.1 ***GMC Response***: ARJWS typically works with Inframark as the SCADA integrator.

2.26 What is the current water level in the wetwell?

2.26.1 ***GMC Response***: The "wet" portion of the wet well is open to lake Hartwell. See response to 2.22 above.

2.27 Per page D-101 in the drawings, equipment note 5 states the cost of water to fill each unit process and electricity needs to be included in the bid. Please explain what this note means. Does this mean the pump station will be shut down completely and we will need to fill it back up to test it?

2.27.1 ***GMC Response***: Disregard note.

2.28 Is there a platform under the bridge that would allow for easy access to the existing conduit?

2.28.1 ***GMC Response***: No, there is no platform under the bridge.

2.29 Is this project tax exempt?

2.29.1 ***GMC Response***: Yes, ARJWS is a tax-exempt entity.

2.30 Is laser alignment required after installing the new pumps?

2.30.1 ***GMC Response***: No, laser alignment is not required. The soleplate shall be shimmed to achieve the required levelness of no greater than 0.051 mm (0.002 in) between any two points taken on the top surface of the soleplate, and the levelness is measured by using a precision machinist's level. The data is to be recorded for future reference.

2.31Is there an updated notice of award? The current one states that the bid was dated 10/10/24.

2.31.1 ***GMC Response***: Yes, please see updated Notice of Award.

2.32 Is the contractor responsible for pipe testing?

2.32.1 ***GMC Response:*** Yes, contractor shall be responsible for any pipe testing.

2.33 Please clarify if the contractor is responsible for any refurbishment scope of pump #1.

2.33.1 ***GMC Response:*** See response to 2.3 above.

3. Acknowledgement

3.1 Receipt of Addendum No. 1 shall be acknowledged in the following way.

3.1.1 Note on Bid Form of the Project Manual – Bidder acknowledges receipt of "Addendum No. 1" and date of "November 25th, 2025".

4. Attachments

4.1 Pre-Bid Conference Minutes

4.2 C-200 Instructions to Bidders
4.3 Bidder Qualification Statement
4.4 Notice of Award

5. Conclusion

5.1 This is the end of Addendum Number 1, dated Tuesday, November 25th, 2025.

John Raiford, PE

PRE-BID CONFERENCE ~~AGENDA~~ MINUTES

LAKE HARTWELL RAW WATER PUMP STATION IMPROVEMENTS

FOR

ARJWS

GMC PROJECT NO. CGRE250033

WEDNESDAY, NOVEMBER 12TH, 2025 @ 10:00 AM

MEETING MINUTES IN BLUE ITALICS

I. **ATTENDANCE**
   - A. Sign-In
   - B. Introduction of Facilitators
     1. Owner – ARJWS
     2. Funding: RIA SCIIP Funding Agency (A-23-C006)
     3. Engineer – GMC

II. **BID REQUIREMENTS**
   - A. Bid opening Thursday, December 4th, 2025 at 2:00 PM at ARJWS office
   - B. 5% bid bond
   - C. SCIIP Requirements (SAM)
   - D. $500 / Day Liquidated Damages

III. **SCOPE**
   - A. Summary of Work – **Pump removal and installation of one (1) 350-hp vertical turbine pump and motor and installation of one (1) 600-hp vertical turbine pump and motor as specified in 43 23 13. Pump and motors to be furnished by Owner with assignment of contract to the Contractor. Furnish and install two (2) insertion magnetic flow meters as specified in Section 40 71 13. Additive Alternate bid for cable testing and replacement.**

IV. **SCHEDULE**
   - A. 180 Calendar Days to Substantial Completion
   - B. 210 Calendar Days to Final Completion

V. **SPECIAL CONSIDERATIONS**
   - A. Maintenance of Operations
   - B. Refurbishment of Pump #1 and install in Pump #4 location (by others)
     1. ***ARJWS expects bids by end of month***

VI. **PERMITS**
   - A. None required

VII. **SITE VISIT**
   - A. During Pre-Bid Meeting

VIII. **QUESTIONS & COMMENTS**
   - A. Questions in writing due by COB (5 pm) on Friday, November 21st, 2025
   - B. Bids due by 2:00 PM on Thursday, December 4th, 2025
   - C. When is the expected pump delivery date?
     1. ***GMC Response***: Pump delivery is expected in mid-April 2025.

D. Are any dimensional changes expected?
    1. ***GMC Response***: No dimensional changes are expected.
E. Does the pump price include first payment?
    1. ***GMC Response:*** The pump price excludes the first payment required based on the submittal review process. ARJWS will be responsible for this initial payment.
F. Is the crane fully operational?
    1. ***ARJWS Response:*** Yes, the crane is fully operational.
G. What is the bridge rating?
    1. ***GMC Response:*** The bridge is an H10 rating, which is 16,000 pounds.
H. What is the existing size of Pump #1?
    1. ***GMC Response:*** Pump #1 is a 400 hp pump.
I. What is the electrical service?
    1. ***GMC Response:*** Service is medium voltage.
J. What is the shaft section length?
    1. ***GMC Response:*** The shaft section length is 130 inches for the 600 hp pump and 84 inches for the 350 hp pump.
K. Is there a pull box under the existing electrical building?
    1. ***ARJWS Response***: Yes, there is a pull box under existing electrical buildings.
L. Can each pump be isolated?
    1. ***ARJWS Response***: Yes, each pump can be isolated.
M. What is the total amount of time the plant can be down?
    1. ***ARJWS Response:*** Total plant outage can be up to 6-hours. Individual pumps can be taken offline as needed. Contractor shall schedule with ARJWS operations, but an outage is possible for pump installation.
N. What is the status of Pump #1?
    1. ***ARJWS Response:*** Pump #1 is not currently in operation.
O. What is the status of the electrical for Pumps 1, 3 and 5?
    1. ***ARJWS Response:*** Pumps 1, 3 and 4 are on the same electrical service.

GMC

PRE-BID CONFERENCE ATTENDANCE ROSTER

LAKE HARTWELL RAW WATER PUMP STATION IMPROVEMENTS

FOR

ARJWS

GMC PROJECT NO. CGRE250033

WEDNESDAY, NOVEMBER 12TH, 2025 @ 10:00 AM

	NAME (PRINT)	COMPANY	EMAIL	PHONE NUMBER
1.	Keidi Melengu	Sawcross	Keidim@sawcross.com	352-214-9820
2.	Nick Locke	Consensus Construction	nlocke@consensusconstruction.com	864-616-3924
3.	Joseph Moore	SawCross	josephm@sawcross.com	864-940-0673
4.	Calin Mitchell	Greenstone Construction	Cmitchell@Greenstoneconstruction LLC.com	864-495-8874
5.	Ryan Hatcher	State Utility Contractors	Rhatcher@SUcontractors.com	828-747-8335
6.	Rob Heindl	IPCO	rdh@ipcosc.com	864 747 0752
7.	Max Zambrano	Moorhead Con.	max@moorheadconstruction.com	864-209-9378
8.	Langston Corn	JL Constr.	langston@jlconstructioncompany.com	864-608-9660
9.	Steven Thompson	Jackson Electrical	SThompson@jacksonelect.com	864-363-3948
10.	Chris Weber	ARJWS		
11.	John Raiford	GMC		
12.	Anna Reynolds	Harper XS	anna.reynolds@harpergc.com	864-360-6497
13.	Jeff Coffey	Cove Utility	Jeff@coveutility.com	864-505-5017
14.	Brandon Good	ARJWS	Bgood@arjwater.com	
15.	Justin Clemones	ARJWS	jclemones@arjwater.com	
16.				
17.				
18.				

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 ~~Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.~~

2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 ~~Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.~~

2.06 *Electronic Documents*

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version, latest version. It is the intent of the

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Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

~~C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.~~

~~1. Electronic Documents that are available in native file format include:~~

~~a. **[List documents that will be made available to Contractor]**~~

~~2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.~~

~~3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.~~

~~4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.~~

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 ~~To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within **[number]** days of Owner's request, Bidder must submit the following information:~~

~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

~~C. Bidder's state or other contractor license number, if applicable.~~

~~D. Subcontractor and Supplier qualification information.~~

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~~E. Other required information regarding qualifications.~~

3.02 ~~Prospective Bidders must submit required information regarding their qualifications by **[insert deadline for prequalification submittals]**. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~

~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~

~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~

~~C. Prospective Bidder's state or other contractor license number, if applicable.~~

~~D. Subcontractor and Supplier qualification information.~~

~~E. Other required information regarding qualifications.~~

3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 ~~A pre-bid conference will not be conducted for this Project.~~

4.02 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.

4.03 ~~A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its~~

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~~participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.~~

4.04 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 ~~*Existing Site Conditions*~~

~~A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*~~

~~1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:~~

~~a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.~~

~~b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.~~

~~c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.~~

~~d. Technical Data contained in such reports and drawings.~~

~~2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. 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. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

~~4.~~ *Geotechnical Baseline Report/Geotechnical Data Report:* ~~The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~

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~~a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~

~~b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~

c. ~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~ **No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions related to existing surface or subsurface conditions, are known to the Owner.**

~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **n/a**

Owner will make copies of these other Site-related documents available to any Bidder on request.

B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.

C. The other Site-related documents are not part of the Contract Documents.

D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

~~E. No other Site-related documents are available.~~

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5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.

~~C. A Site visit is scheduled for **[designate, date, time and location]**. Maps to the Site will be made available upon request.~~

D. Bidders visiting the Site are required to arrange their own transportation to the Site.

E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **Amy Hopkins (803)315-3950**. Bidder must conduct the required Site visit during normal working hours.

F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

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ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 ~~Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.~~

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

A. **Contact Hannah Ribelin with questions by email at Hannah.ribelin@gmcnetwork.com.**

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5%** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

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Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid.~~ ~~**[If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.]**~~ ~~The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.~~

10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 Subsequent to the submittal of the bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

11.03 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

A. Pump removal and installation of one (1) 350-hp vertical turbine pump and motor and installation of one (1) 600-hp vertical turbine pump and motor as specified in 43 23 13. Pump and motors to be furnished by Owner with assignment of contract to the Contractor. Furnish and install two (2) insertion magnetic flow meters as specified in Section 40 71 13. Additive Alternate bid for cable testing and replacement.

11.04 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

11.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

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B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown. **The corporate seal must be affixed and attested by the corporate secretary or an assistant corporate secretary.**

12.04 A Bid by a partnership must 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 official address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.

12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

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13.02 ~~*Base Bid with Alternates*~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

13.03 ~~*Sectional Bids*~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~

~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~

~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 ~~*Cost Plus Fee Bids*~~

~~A. Bidders must submit a Bid on the Contractor's fee, which must be in addition to compensation for Cost of the Work. Such fee must be either (1) a fixed fee, (2) percentages of specified categories of costs, or (3) a percentage applicable to the Cost of the Work as a whole, as set forth in the Bid Form.~~

~~B. If the Contractor's fee, as set forth in the Bid Form, is to be based on percentages of categories of cost, or on a percentage applicable to the Cost of the Work as a whole, then Bidders must enter a maximum amount limiting the total fee if required by the Bid Form to do so.~~

~~C. Bidders must submit a Bid on the Guaranteed Maximum Price, setting a maximum amount on the compensable Cost of the Work plus Contractor's fee, if required by the Bid Form to do so.~~

13.05 *Unit Price*

A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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13.06 ~~*Allowances*~~

~~A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.~~

13.07 ~~*Price Plus Time Bids*~~

~~A. The Owner will consider the time of Substantial Completion commitment made by the Bidder in the comparison of Bids.~~

~~B. Bidder must designate the number of days required to achieve Substantial Completion of the Work and enter that number in the Bid Form as the total number of calendar days to substantially complete the Work.~~

~~C. The total number of calendar days for Substantial Completion designated by Bidder must be less than or equal to a maximum of **[number]**, but not less than the minimum of **[number]**. If Bidder purports to designate a time for Substantial Completion that is less than the allowed minimum, or greater than the allowed maximum, Owner will reject the Bid as nonresponsive.~~

~~D. The Agreement as executed will contain the Substantial Completion time designated in Successful Bidder's Bid, and the Contractor will be assessed liquidated damages at the rate stated in the Agreement for failure to attain Substantial Completion within that time.~~

~~E. Bidder must also designate the time in which it will achieve Milestones, and achieve readiness for final payment. Such time commitments must be consistent with the "Time of Substantial Completion" to which Bidder commits. The Agreement as executed will contain, as binding Contract Times, Successful Bidder's time commitments regarding Milestones, as applicable, and readiness for final payment.~~

ARTICLE 14—SUBMITTAL OF BID

14.01 The Bidding Documents include one ~~separate unbound~~ copy of the Bid Form, and, if required, the Bid Bond Form. The ~~unbound copy~~ of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package 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 must 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 must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

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ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 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 satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

16.02 ~~Bids will be opened privately.~~

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.02 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.03 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.04 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether 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.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening

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them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

~~C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.~~

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

~~E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

~~F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~

~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion in calendar days times the rate for liquidated damages **[or other Owner-designated daily rate]** in dollars per day.~~

~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

18.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any),

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and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from **South Carolina** state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. 2054503-000). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

~~**ARTICLE 22—CONTRACTS TO BE ASSIGNED**~~

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ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☐ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?	☐ Yes ☐ No ☐ Pending		

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

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1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		
☐ Minority Business Enterprise		
☐ Woman-Owned Business Enterprise		
☐ Small Business Enterprise		
☐ Disabled Business Enterprise		
☐ Veteran-Owned Business Enterprise		
☐ Service-Disabled Veteran-Owned Business		
☐ HUBZone Business (Historically Underutilized) Business		
☐ Other		
☐ None		

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ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached
Financial indicators from the most recent financial statement		
Contractor's Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No	
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

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ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☐ No				
Been released from a bid in the past 5 years? ☐ Yes ☐ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☐ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☐ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☐ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

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E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.

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This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

_____

_____

_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

_____

_____

_____

Phone: _____

Email: _____

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Schedule A—Current Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
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Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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NOTICE OF AWARD

Date of Issuance:			
Owner:	**Anderson Regional Joint Water System**	Owner's Project No.:	**A-23-C006**
Engineer:	**Goodwyn Mills Cawood, LLC.**	Engineer's Project No.:	**CGRE250033**
Project:	**Lake Hartwell Water Treatment Plant Raw Water Pump Station Improvements**		
Contract Name:	**Lake Hartwell Water Treatment Plant Raw Water Pump Station Improvements**		
Bidder:			
Bidder's Address:			

You are notified that Owner has accepted your Bid dated **12/4/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Pump removal and installation of one (1) 350-hp vertical turbine pump and motor and installation of one (1) 600-hp vertical turbine pump and motor as specified in 43 23 13. Pump and motors to be furnished by Owner with assignment of contract to the Contractor. Furnish and install two (2) insertion magnetic flow meters as specified in Section 40 71 13. Additive Alternate bid for cable testing and replacement.

The Contract Price of the awarded Contract is $_____ Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[1]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **none**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Anderson Regional Joint Water System**

By *(signature)*: _____

Name *(printed)*: **Christopher Weber**

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Title: **Executive Director**

Copy: Engineer

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