

CHATTOOGA LAKE CLUB

PO Box 46, Mountain Rest, SC 29664

Phone: (214) 984-1743

INVITATION FOR COMPETITIVE SEALED BIDS

BID NUMBER:	CLC 26-001
DATE ISSUED:	May 26, 2026
PROCUREMENT FOR:	Chattooga Lake Dam – Primary Spillway Replacement Construction
PRE-BID MEETING:	A formal pre-bid meeting will NOT be held for this project. If any contractor would like to schedule an onsite visit, please contact Lynda Airey at 214-984-1743.
BID SUBMITTAL DUE DATE/TIME:	June 10, 2026 at 2:00 PM EDT
BID OPENING DATE/TIME:	June 10, 2026 at 3:00 PM EDT
OPENING LOCATION:	Oconee County Library 501 W. South Broad St Walhalla, SC 29691
PROJECT LOCATION:	Chattooga Lake Dam, Mountain Rest, SC 29664 Latitude 34.89387825, Longitude -83.15557641 Tax Map ID 059-00-02-075
ENGINEER OF RECORD:	Peritus Civil, Inc. (Howard Leonard, P.E.) Greenville, SC

BIDS ARE ACCEPTED VIA USPS MAIL ONLY

Chattooga Lake Club

PO Box 46, Mountain Rest, SC 29664

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be received at the above address until the stated date and time and then publicly opened. Any bid received after the scheduled deadline will be immediately disqualified. Chattooga Lake Club assumes no responsibility for delivery of mailed bids. BID NUMBER, CONTRACTOR'S LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE.

DIRECT ALL INQUIRIES TO:

Lynda Airey, Chattooga Lake Dam Project Manager
aireylh@gmail.com | (214) 984-1743



Lynda Airey, Chattooga Lake Dam Project Manager

Oconee County, serving as sponsor for Chattooga Lake Club and Subrecipient of FEMA HHPD Grant, complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

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SECTION 1 – INSTRUCTIONS AND GENERAL CONDITIONS

1. General

- **Two** copies of your bid are required, unless otherwise stated.
- Bids, amendments thereto, or withdrawal requests must be completed and received by mail by the time advertised for bid openings to be accepted. It is the vendor's sole responsibility to ensure that these documents are submitted by the time indicated in the bid document.
- When specifications or descriptive papers are submitted with the bid invitation, be sure all documents are clearly labeled with the Bidder's name.
- Submit your **SIGNED** bid on the forms provided in this bid package. Failure to do so may be cause for rejection. Show bid number on envelope as instructed. Chattooga Lake Club assumes no responsibility for unmarked or improperly marked envelopes.
- All Competitive Sealed Bids must be enclosed in **SEALED** enveloped before submitting to Chattooga Lake Club. Bids will **ONLY** be accepted via USPS mail to Chattooga Lake Club, PO Box 46, Mountain Rest, SC 29664.
- Bidders must clearly mark as "Confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act (SCFOIA) as set forth in Chapter 4, Title 30, of the South Carolina Code of Laws, 1976, as amended.
- By submission of a bid, the bidder guarantees that all goods and services meet the requirements of the solicitation during the contract period. Unless otherwise stated, all items shall be new and in first-class condition.
- All prices and notations shall be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the specified time for opening.

2. Cost of Bids

Under no circumstances will Chattooga Lake Club be liable for any costs associated with any response or solicitations. The bidder shall bear all costs associated with the preparation of all bid materials submitted.

3. Questions and Addenda

All questions shall be submitted via email to aireylh@gmail.com. No oral interpretations will be made to any bidder. Deadline for questions: June 5, 2026 at 2:00 PM EDT. All amendments and interpretations shall be in writing and issued by the Project Manager. Chattooga Lake Club shall not be legally bound by any amendment or interpretation that is not in writing.

4. Bidders Responsibility

Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

5. Delivery

Chattooga Lake Club requires that delivery be made to specified destination with the shortest timeframe possible. Delivery shall arrive between the hours of 8:00am and 5:00pm and may be adjusted upon request.

6. Shipping

All deliveries shall be shipped F.O.B. point of Destination-freight prepaid. It is agreed by the parties hereto that delivery by the contractor to the common carrier does not constitute delivery to Chattooga Lake Club. Any claim for loss or damage shall be between the contractor and the carrier.

7. Payment Terms – Construction Contracts

Payment applications for construction contracts shall be submitted on an invoice, reflecting work completed through the last calendar day of the month.

- Partial payments will be made as follows: Applications received by the Project Manager no later than the 5th day of the month: Chattooga Lake Club shall make payment no later than the 25th of that same month. Applications received after the 5th: payment made no later than 20 days after receipt.
- Applications returned for errors/omissions: payment made no later than 20 days after receipt of corrected application.
- Equipment, Goods, and Services – Payment shall be made within 30 days after receipt of equipment, goods and services that are complete and meet all specifications of bid solicitation.
- Chattooga Lake Club will not make pre-payments and partial payments shall be at the discretion of the Project Manager. Chattooga Lake Club may utilize electronic banking payment methods (online banking) at no extra charge to the Contractor.
- 20% of project costs will be retained until final inspection and project approval by the Engineer of Record and SCDES.

8. Bonding Requirements

Bid Bond: Each offeror shall submit with his Bid a Bid Bond with good and sufficient surety or sureties company licensed in South Carolina, in the amount of five percent (5%) of the total Bid amount. The Bid bond penalty may be expressed in terms of a percentage of the Bid price or may be expressed in dollars and cents.

Performance and Labor & Material Payment Bonds: The successful contractor shall pay the cost and furnish within ten (10) days after written notice of acceptance of Bid, an irrevocable Surety in the form of a Performance and Payment bond. Performance Bond shall include a one-year warranty of workmanship and materials provided by contractor and shall commence upon completion and acceptance of the total contract by Chattooga Lake Club. The Surety will be issued in the amount of 100% of the total contract covering the entire term of the contract as awarded. The Performance Bond must be issued by a Surety Company licensed to do business in South Carolina, with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating satisfactory to Chattooga Lake Club. Each bond shall be accompanied by a Power of Attorney, authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

IMPORTANT NOTE:

THE COST OF PERFORMANCE BOND IS TO BE INCLUDED IN THE UNIT PRICES LISTED ON THE BID FORM.

DO NOT WRITE IN A PERFORMANCE BOND AMOUNT AS A SEPARATE ITEM.

FAILURE TO SUBMIT CORRECT BID GUARANTEE MAY RESULT IN REJECTION OF YOUR BID.

9. Insurance Requirements

The successful contractor shall have, and shall maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors. Coverage shall include commercial general liability, automotive liability, and worker's compensation coverage as required by the State of South Carolina. If coverage is claims-based, Contractor must maintain in force and effect any "claims made" coverage for a minimum of three years after the completion of all work or services to be provided under the Contract. Certificates of insurance coverage by a company or companies lawfully authorized to do business in South Carolina shall be provided prior to the commencement of work. Applicants should plan to submit a summary of all insurance policies held or planned to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims made basis.

Contractor shall maintain throughout the duration of the project, at a minimum:

Coverage Type	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate \$1,000,000 Products & Completed Operations \$1,000,000 Personal & Advertising Injury \$50,000 Fire Damage Limit \$5,000 Medical Expense Limit
Workers' Compensation	Statutory limits per Workers' Compensation Act of SC, to include state's endorsement for businesses outside of SC.
Employer's Liability	\$1,000,000 per accident
Business Commercial Auto Liability	\$1,000,000 combined single limit \$1,000,000 Each Occurrence Limit \$5,000 Medical Expense Limit
Professional Liability / E&O	\$1,000,000 per claim (if applicable to subcontractors)
Umbrella/Excess Liability	\$2,000,000 aggregate

Coverage Provisions

- All deductibles or self-insured retention shall appear on the certificate(s).
- The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by Chattooga Lake Club.
- Shall provide 30 days written notice to the Chattooga Lake Club before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
- All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by Chattooga Lake Club. At the option of the Chattooga Lake Club, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Chattooga Lake Club, its' officers and members/volunteers.
- The insurer shall agree to waive all rights of subrogation against Chattooga Lake Club, its' officers and members/volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- The contractor shall furnish Chattooga Lake Club certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. Bid Opening

The Chattooga Lake Dam Project Manager or his/her designee shall decide when the time set for bid opening has arrived, and shall so declare to those present. He/she shall then personally and publicly open all bids received prior to that time and read them aloud to those persons present and have the bids recorded. At the opening the following information is read aloud:

- **Sealed Bids:** Bidders name, unit price, and lot price or lump sum, as may be applicable.
- **Best Value Bids:** Only the names of the bidders who responded to the bid will be provided.
- **Request for Proposals:** Only the names of the bidders who responded to the bid will be provided.

Questions and other information regarding the contents of specific bids shall not be released until after the evaluation is complete and the award has been made. Only then shall the entire file be available for public review.

Disclosure of Bid Information: Only the information disclosed by the Chattooga Lake Dam Project Manager, or his/her designee, at bid opening is considered to be public information under the South Carolina Freedom of Information Act, Chapter 4, Title 30 of the South Carolina Code of Laws, 1976, as amended, until after the award is made.

11. Tie Bids

If two or more bidders are tied in price, while otherwise meeting all of the required terms and conditions of the bid, awards may be determined as follows:

- If there is an in-county business (active business located within Oconee County) tied with an out-of-county business, the award will go to the in-county business.
- If there is an in-state business (active business located within South Carolina) tied with an out-of-state business, the award will go to the in-state business.
- Tie bids involving in-County and in-State firms may be resolved by the flip of a coin in the office of the Project Manager witnessed by all interested parties.

12. Correction or Withdrawal of Bid; Cancellation of Award

Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following: appropriate mistakes discovered by the bidder before bid opening may be modified or withdrawn by submitting written notice to the Project Manager prior to the time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Chattooga Lake Club shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Project Manager.

13. Rejection or Acceptance of Bids; Waiver of Technicalities and Irregularities

Chattooga Lake Club shall reserve the unqualified right to reject any and all bids or accept such bids, as appears in the Club's own best interest. Chattooga Lake Club shall reserve the unqualified right to waive technicalities or irregularities of any kind in solicitations made under this Article. In all cases, Chattooga Lake Club shall be the sole judge as to whether a bidder's bid has or has not satisfactorily met the requirements to solicitations made under this Article.

14. Award

It is the intent of Chattooga Lake Club to award this contract to the lowest responsive, responsible bidder(s) in accordance with the South Carolina Consolidated Procurement Code, Title 11, Chapter 35, Code of Laws of South Carolina. Chattooga Lake Club reserves the right to reject any and all bids, to waive technicalities, and to accept the bid deemed most advantageous to the Club.

15. Protests

Any aggrieved bidder may protest any decision under this solicitation. Written protests must be filed no later than seven (7) calendar days after the aggrieved party knows or should have known of the facts giving rise thereto. Protests shall be mailed to: Chattooga Lake Club, PO Box 46, Mountain Rest, SC 29664. The Project Manager shall issue a written decision within ten (10) calendar days.

16. SC Consolidated Procurement Code Compliance

This solicitation is issued in compliance with the South Carolina Consolidated Procurement Code, S.C. Code Ann. § 11-35-10 et seq., as amended, and applicable Oconee County procurement ordinances and policies.

17. Non-Discrimination

Oconee County, as pass-through subrecipient of the FEMA HHPD grant, complies with all South Carolina and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.

18. Change Orders

All correspondence and requests for change orders related to the contract shall be sent to the Project Manager. All change orders must be authorized in writing by the Project Manager. Chattooga Lake Club shall not be bound to any change in the original purchase order or contract without prior written approval.

19. Assignment

Once a contract has been executed, the Contractor shall not assign, sublet, or transfer the contract or any part thereof without prior written approval of the Project Manager.

SECTION 2 – SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

1. Licensing

The Contractor and all subcontractors must hold a current, valid South Carolina Contractor's License in the appropriate classification for dam/spillway construction work. A copy of the license(s) shall be submitted with the bid. Any contractor performing work in South Carolina must comply with S.C. Code Ann. § 40-11-10 et seq.

2. SC Dam Safety Permit

The primary spillway replacement constitutes a modification to a High Hazard Potential Dam (HHPD) as classified by the South Carolina Department of Environmental Services (SCDES). The Contractor shall comply with all applicable requirements of the SC Dam Safety Program (S.C. Code Ann. § 49-11-10 et seq.) and shall coordinate with the Engineer of Record (Peritus Civil, Inc.) to ensure required SCDES permit conditions are met throughout construction.

3. FEMA HHPD Grant Compliance

This project is funded in part through a FEMA National Dam Safety Program Rehabilitation of High Hazard Potential Dams (HHPD) grant administered by the SC Department of Environmental Services. Chattooga Lake Club, as Sub-Subrecipient of the FEMA HHPD grant, bears responsibility for federal grant compliance.

The Contractor shall:

- Comply with all applicable federal grant requirements set forth in 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- Comply with the Davis-Bacon Act (prevailing wage requirements) for federally assisted construction work.
- Comply with the Copeland Anti-Kickback Act.
- Comply with SC Chapter 8 of Title 41 (Labor and Employment) Sections 41-8-10 through 20 and will provide documentation upon request
- Comply with BABAA Pub. L. No. 117-58 (Build America Buy America Act).

Chattooga Lake Club shall:

- Permit audit and inspection of records by Oconee County, SCDES, FEMA, and the U.S. Comptroller General.
- Maintain all project records for a minimum of three (3) years following final payment.
- Acknowledge that any costs above the estimated amount shall be the responsibility of the Chattooga Lake Club, not Oconee County.

4. Project Schedule

The Contractor shall submit a detailed construction schedule (CPM or equivalent) within fourteen (14) calendar days of Notice to Proceed. The Contractor shall coordinate the construction schedule with the Engineer of Record, the Chattooga Lake Club Dam Project Manager, and SCDES to ensure safe lake level management throughout the project. The schedule shall identify all critical path activities, milestones, and anticipated periods of lake drawdown.

5. Permits

Unless otherwise noted in the Scope of Work, Chattooga Lake Club and Engineer of Record are responsible for obtaining and paying for all local, state, and federal permits required for the work, including but not limited to:

- SCDES Dam Safety Permit

6. Building Codes

The contractor will be solely responsible for compliance with applicable Building Code requirements, all dimensions, and all conditions relating to his work under this contract.

7. Workmanship

Workmanship shall be first quality in every respect. All measures necessary to ensure a first-class job shall be taken.

8. Watchmen

It is not required that a full-time watchman be employed on this job, however the contractor shall be responsible for the safekeeping of materials and protection of the public during the entire construction period.

9. Interference

The construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.

10. Protection of Adjacent Work

Protect work and adjacent work at all times with suitable covering or by other approved methods. All damage to work in place caused by the contractor shall be repaired and restored to the original good and acceptable condition using same quality and kinds of materials, as required, to match and finish with adjacent work.

11. Site Cleaning

The contractor shall keep the construction site clean and free from an accumulation of debris or materials during the construction. At the completion of the work, the entire facility and premises shall be left clean. All accumulations of trash and other materials which are not to be used in the construction must be removed from the premises on a daily basis.

12. Time Limit

It is hereby understood and agreed by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.

13. Final Inspection

At the completion of the contract work, the Engineer of Record and a representative of the Owner shall accompany the contractor on an inspection of the work. All defects found in the work will be corrected by the contractor before final payment will be authorized.

14. Date of Commencement and Completion

It is the intent of Chattooga Lake Club to issue a statement of award to the successful contractor on or about June 24, 2026. Contractor shall submit signed contract, performance and payment bonds, and certificate of insurance, where applicable, within ten (10) days. Upon receipt of signed documents, a Notice to Proceed will be issued. The contractor shall achieve completion of the entire work not later than December 31, 2026, subject to adjustments of the contract time as provided for in subsequent approved change orders.

15. Safety and Environmental Protection

The Contractor shall adhere to all applicable OSHA regulations and shall prepare and submit a site-specific Safety Plan prior to commencement of work. Special attention shall be given to protection of the dam embankment, downstream channel, and lake water quality during construction. The Contractor shall implement appropriate Best Management Practices (BMPs) to prevent sedimentation and protect adjacent wetlands and waterways.

16. Liquidated Damages

The parties acknowledge that delay in completion of this project poses risk to downstream life safety. In the event the Contractor fails to achieve Substantial Completion by the date specified in the contract, the Contractor shall pay liquidated damages in the amount of \$500.00 per calendar day for each day of unexcused delay beyond the contract completion date, as compensation for additional oversight costs and risk exposure — not as a penalty.

17. Warranty

The Contractor shall warrant all work, contractor provided materials, and equipment against defects in materials and workmanship for a period of one (1) year from the date of Substantial Completion. The Engineer of Record and SCDES must certify completion and compliance with project specifications prior to final payment.

18. Subcontractors

The Contractor shall identify all major subcontractors (those performing 10% or more of the contract value) on the Subcontractor Form (Attachment A Section 3). Subcontractor substitutions after contract award require prior written approval from the Project Manager. All subcontractors must be properly licensed in South Carolina.

19. Prevailing Wage (Davis-Bacon)

As this project receives federal funding through FEMA, all laborers and mechanics employed on the site shall be paid wages at rates not less than those prevailing in Oconee County, SC for corresponding classes of laborers and mechanics, as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq. The applicable wage determination shall be incorporated into the contract and is included as Appendix A.

20. Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status. The Contractor shall include this provision in all subcontracts.

21. Nonresident Taxpayers

If the company is a South Carolina nonresident taxpayer and the agreement amount is \$10,000 or more, the company acknowledges and understands that in the event it is awarded an agreement, the Company shall submit a Nonresident Taxpayer Registration Affidavit (State form #I-312), before an agreement can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A) (2) (3) of S.C. Code of Laws (1976) as amended.

SECTION 3 – SCOPE OF WORK AND MINIMUM SPECIFICATIONS

1. Project Background

Chattooga Lake Dam is located at Chattooga Lake in Mountain Rest, Oconee County, South Carolina (Mountain Rest, SC 29664), and is owned and operated by the Chattooga Lake Club, a private homeowners' community. The dam is classified as a High Hazard Potential Dam (HHPD) by the South Carolina Department of Environmental Services (SCDES). The existing primary spillway is deteriorating and no longer meets current regulatory dam safety standards. Failure to replace the spillway presents an unacceptable risk to life and property downstream.

In 2022, Oconee County sponsored application for a FEMA grant on behalf of the Chattooga Lake Club, resulting in \$42,000 in funding for engineering studies and design of the new primary spillway. Engineering analysis, including hydraulic and hydrologic studies, performed by Peritus Civil, Inc. (Howard Leonard, P.E.), and a stability study, performed by Bunnell Lammons Engineering, recommended replacement and safe abandonment of the existing primary spillway as the long-term solution.

Oconee County is serving as Subrecipient applicant for a FEMA HHPD grant to fund the construction phase. The Chattooga Lake Club, as Sub-Subrecipient, will provide the 35% non-federal cost share. Additional non-federal cost share funds are being sought through the South Carolina Dam Repair Assistance Grant, Cycle 2 to reduce the burden on Chattooga Lake Club.

2. Scope of Work

Chattooga Lake Club is seeking sealed bids for the replacement of the Chattooga Lake Dam Primary Spillway. It is the intent of Chattooga Lake Club to award one contract to the lowest responsive, responsible bidder based on the Engineer of Record specifications in the Design Package. The Contractor shall furnish all labor, equipment, tools, transportation, supervision, and incidentals required for the complete installation of a new primary spillway system at Chattooga Lake Dam, including:

2.1 New Primary Spillway System

- Prepare site to include:
 - Reinforce existing road access to back of dam as necessary
 - Create ramp on front slope for Intake Structure equipment
 - Unload and store 96-inch aluminum pipe and PVC pipes in staging area upon delivery
 - Install road blockades at East and West ends of dam
 - Install silt fence and straw per Engineer of Record specifications
- Fabricate and install a new primary spillway system as designed by Peritus Civil, Inc. in accordance with the Chattooga Lake Dam SCD01637 New Primary Spillway Design Package (Attachment B).
- The new intake structure will be 15 feet east of the present system. The intake structure will be constructed of concrete with an inside measurement of 18 x 18 feet, 12 feet deep with a 26 x 26 foot foundation, 4.5 feet thick. It will have an 18-inch sluice gate for lowering the lake. The 96-inch, 10-gauge pipe for the Primary Spillway will be attached to the Intake Structure. The existing cold water trout pipe will be reconnected to the Intake Structure with a 12-inch PVC gate valve. Chattooga Lake Club will provide in-kind services to install the trash rack on the perimeter of the intake structure.
- The main drain will be 96-inch corrugated aluminum, 10-gauge flanged pipe with concrete flange collars at each flange. The flange collars stabilize the pipe under full flow and the flanged joint is always sealed together. Per the Engineer of Record drawings, 194.5 feet of pipe will be installed +/- 18.5% slope and will be connected to the concrete collar at the pipe joint of the intake structure.
- Once the 96-inch main drain is in place and the flange collars are complete, provide a 4000-psi grout bedding under the pipe from the Intake Structure to the last concrete support at the catchment pond. Use 2x6's as forms to contain the grout horizontally. Grout should come up on the 96-inch pipe a minimum of 8 inches.
- Filter diaphragms will be installed to intercept water that can flow through cracks that may occur in compacted fill surrounding conduits or water that may flow along the interface between the conduit and

the surrounding fill for the new primary spillway pipe and the existing main drain pipe. Fill material per Engineer of Record specifications. Keep layers watered for tight compaction. Compaction of all fill material will be per Engineer of Record specifications. A soils consultant will monitor and test the compaction during the process.

- All concrete shall be air-entrained, minimum 4,000 psi at 28 days, unless otherwise specified.
- All metalwork (trash rack, gates, hardware) shall be stainless steel or aluminum, per Engineer of Record specifications.
- Construct the catchment pond at the outfall of the Main Drain in the existing pond. Provide large rock, 400-500 pound, in line with the discharge. Provide 200-300 pound rock around others to absorb the energy.
- Modification of existing cut off drains on the back slope of the dam will be required. Pipes disrupted by excavation will need to be replaced using 4-inch Sch 40 PVC slotted pipe with 0.5mm width slots. The upper and lower drain on the West side of the new main drain will have to be collected and piped to the catchment pond. The upper and lower drain on the East side will be capped. Fill material per Engineer of Record specifications.
- Chattooga Lake Club will provide in-kind services for surveying slope during construction to verify pipe is installed at the elevation and slope per Engineer of Record specifications.
- Chattooga Lake Club will provide in-kind services for project management to coordinate with engineer and contractors, pre-construction consultation with SCDES/contractors/engineer, coordinate material/supply orders with suppliers, arrange for receipt and staging of materials, coordinate contractor/engineer schedules, keep the project on schedule and receive/process invoices, update actual/LBE project expenses and submit for grant funding reimbursement.

2.2 Abandonment of Existing Primary Spillway

- Safely grout and permanently decommission the existing primary spillway conduit per Engineer of Record specifications to eliminate seepage and piping risk.
- Upon completion of new primary system, the old primary spillway system, including the main drain and intake structure, will be sealed with 4000 psi grout pumped into the pipe under pressure, effectively decommissioning the old system.
- The old 18-inch CMP Main Drain will be sealed from the low end to the high point of the Intake structure. This will be done using five 2.5-inch PVC pipes of varying lengths in the old 18-inch pipe.
- A bulkhead will be constructed at the entrance of the old pipe to control the 4000-psi structural grout mix. Pumping will begin with the shortest PVC pipe and continue through the last pipe, eliminating air pockets.
- The Vault chamber and the Intake structure will have concrete chuted into the top of the Intake structure until full.

2.3 Site Work and Restoration

- Chattooga Lake Club Project Manager and Engineer of Record will coordinate lake level drawdown and will be responsible for maintaining the drawdown schedule and preventing unauthorized lake level fluctuations during construction.
- Contractor will perform all necessary earthwork, grading, and compaction to accommodate the new spillway and restore disturbed embankment areas to design cross-section. Riprap to be restored along front slope, back slope, catchment pond and right groin.
- Chattooga Lake Club shall retain an independent contractor to seed disturbed areas including embankment slopes with hydroseeding.
- Contractor will haul away spoils.
- Contractor will crown and gravel Chattooga Lake Road and Emergency Spillway area that is disturbed by excavation and vehicles/equipment.

2.4 Instrumentation and Monitoring

- Chattooga Lake Club shall retain an independent contractor to install piezometers for long term monitoring of the phreatic surface.

2.5 Construction Quality Assurance

- Chattooga Lake Club shall retain an independent geotechnical testing laboratory for all compaction testing, concrete testing, and materials verification. Materials testing will be conducted to ensure fill material compaction per Engineer of Record specifications. Concrete testing will be conducted on the intake structure, flange collars and grout under the primary spillway pipe.

2.6 Materials

- The Contractor shall furnish construction materials with exception of:
 - 96-inch 10ga Aluminum Pipe
 - 18-inch Sluice Gate (canal gate)
 - 12-inch PVC Gate Valve
 - Stainless Steel Trash Rack
 - 12-inch PVC pipe for cold water connection
 - 12-inch PVC Elbow w/flange for cold water pipe
 - Cold Water transition sleeves
 - 4-inch PVC slotted pipe and 4-inch PVC with elbows/connectors/supplies
 - 2.5-inch PVC pipe, nipple, cap and adapter for main drain sealing
 - Chattooga Lake Club shall procure these materials and arrange for delivery to project site
 - Construction materials have to comply with BABAA unless within the 5% De Minimis allowance. BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

3. Standards and References

The work shall conform to, at minimum, the following standards (latest editions):

- SCDES Dam Safety Program Technical Standards
- USDA Natural Resources Conservation Service (NRCS) Conservation Practice Standard 410 (Grade Stabilization Structure) or equivalent and National Engineering Handbook Part 628 Dams Chapter 45 Filter Diaphragms
- American Concrete Institute (ACI) 318
- ASTM International standards as applicable to materials used
- OSHA 29 CFR Part 1926 (Construction Safety Standards)
- 2 CFR Part 200 (Federal Uniform Guidance for FEMA-funded work)

4. Engineer of Record

The Engineer of Record is Peritus Civil, Inc., Howard Leonard, P.E., Greenville, SC. The Engineer of Record will provide construction observation and will be the primary technical authority on the project. All Requests for Information (RFIs) and technical questions shall be submitted to the Engineer of Record through the Chattooga Lake Dam Project Manager.

5. Project Manager / Inspections

Chattooga Lake Club Project Manager must be contacted to coordinate all milestone and final inspections. Payment applications will be certified by the Engineer of Record and approved by the Chattooga Lake Club Project Manager prior to payment by the Chattooga Lake Club.

6. Bid Items

Bidders shall supply labor, material and equipment bids for the complete scope of work as described herein and detailed in Chattooga Lake Dam SCD01637 New Primary Spillway Design Package (Attachment B). Unit prices for potential contract modifications shall be provided on the Bid Form (Attachment A).

Travel expenses and incidental costs are not eligible expenses under the FEMA HHPD Grant and will not be reimbursed.

7. Deviations from Specifications

Any deviation from specifications shall be clearly noted in the bid. Deviations not listed may be cause for rejection. Substitutions or "or-approved-equal" items require sufficient documentation for Project Manager and Engineer of Record evaluation.

8. Preparation of Bid

Bidder shall submit **two** copies of Bid Form. Place Bid Form and Bid Security within an envelope addressed:
Lynda Airey, Project Manager
Chattooga Lake Club
PO Box 46
Mountain Rest, SC 29664

Place on outside of envelope:

"Chattooga Lake Dam Primary Spillway Replacement – Bid Number CLC 26-001"

"Current Registered South Carolina Contractor # _____"

Bidder shall submit **three (3)** references for comparable projects on the reference sheet provided (Page 19). The reference information shall include Name of Owner of the Project, Brief Description of the project, including the location, Completed Dollar Amount, Date Completed, Contact Person's Name, Phone, Fax and Email. Chattooga Lake Club will check references provided.

Bidder shall list all proposed subcontractors on the separate sheet provided (Attachment A Section 3). Subcontractors must be licensed by the State of South Carolina for their respective discipline. The Contractor must request in writing, and receive approval from Chattooga Lake Club, any changes to the subcontractors list. Chattooga Lake Club reserves the right to request a list of equipment owned by any bidder to help determine their ability to complete the contract.

9. Bidder's Responsibilities

Before submitting their bid, the Bidder shall carefully examine the boundaries of the proposed work and make all necessary investigations to inform themselves thoroughly as to the conditions which affect work under this contract. Bidders shall inform themselves thoroughly as to all difficulties involved in completion of all work under this contract in accordance with its requirements.

It shall be the sole responsibility of the Bidder to verify all quantities and measurements necessary to perform the work as specified herein.

10. Contractor Responsibilities

The Contractor must be willing to sign a construction contract upon award (Appendix A Sample Contract Provisions).

It shall be the Contractors responsibility to participate in a mandatory pre-construction conference. The pre-construction conference shall be between Chattooga Lake Club Project Manager, Engineer of Record, SCDES, the Contractor and all Subcontractors. The date and location of this Pre-Construction meeting will be scheduled after the recommended award is posted.

11. Contract Period

Following is the expected contract period for work, if awarded:

Contract	Expected Award Date	Completion Date
Primary Spillway Replacement	June 24, 2026	December 31, 2026

The attachments are issued as a SEPARATE VOLUME and are available for download through the Google Drive folder **Chattooga Lake Dam Primary Spillway Construction**:

<https://drive.google.com/drive/folders/1J9bVJDyMDtBfxTJrUCUHxPzRZYKyQFtv?usp=sharing>

Attachment A Bid Form CLC 26-001

- Section 1 - Bid Form and Bid Compliance Certification
- Section 2 - Reference Form
- Section 3 - Subcontractor Form
- Section 4 - Certificate of Familiarity and Non-Collusion

Attachment B Chattooga Lake Dam SCD01637 New Primary Design Package

Attachment B consists of the full Design Package and Engineering Drawings prepared by Peritus Civil, Inc. (Howard Leonard, P.E.), Greenville, SC, for the Chattooga Lake Dam Primary Spillway Replacement project. 11x17 hard copy of the Design Package available upon request to aireylh@gmail.com.

All bidders are REQUIRED to review the complete Design Package and Drawings prior to submitting a bid. The Design Package includes:

- Drawing 1 – Site Plan
- Drawing 2 – Primary Spillway
- Drawing 3 – Primary Spillway Cross Section Profile
- Drawing 4 – Intake Structure
- Drawing 5 – Intake Structure Foundation & Wall Reinforcement
- Drawing 6 – Sluice Gate, Flange Collar & Main Drain Bedding
- Drawing 7 – Sand Filter Drain
- Drawing 8 – Cold Trout Water Connection
- Drawing 9 – Existing Cut Off Drain Reference
- Drawing 10 – General Notes
- Drawing 11 – Sealing of Main Drain & Details
- Drawing 12 – Sealing of Old Primary Spillway System Notes
- Drawing 13 – Trash Rack

Any discrepancies between this Invitation for Bids and the Design Package shall be brought to the attention of the Project Manager via email aireylh@gmail.com. The Engineer of Record's specifications shall govern technical requirements.

APPENDIX A – SAMPLE CONTRACT PROVISIONS

The sample contract for this project will be made available upon email request to aireylh@gmail.com. The contract will incorporate the following primary elements:

- Agreement Between Owner (Chattooga Lake Club) and Contractor
- General Conditions (AIA A201 or equivalent, as modified)
- Supplementary Conditions (FEMA grant requirements, Davis-Bacon, federal provisions)
- Scope of Work and Technical Specifications (Attachment B)
- Bid Form as submitted
- Performance and Payment Bond Forms
- Insurance Certificate Requirements
- Notice to Proceed

Key contract provisions include:

- All change orders require written authorization by the Project Manager.
- Chattooga Lake Club shall not be bound to any change without prior written approval.
- This bid and submitted documents, when properly accepted by Chattooga Lake Club along with a written purchase order, shall constitute a contract equally binding between the successful offeror and Chattooga Lake Club.
- No different or additional terms will become part of this contract except through a written Change Order.
- The Contractor shall not assign, sublet, or transfer the contract or any part thereof without prior written approval of the Project Manager.
- The contract shall be governed by the laws of the State of South Carolina. Venue for any dispute shall be in Oconee County, SC.

APPENDIX B – FEMA HHPD GRANT REQUIREMENTS SUMMARY

This project is funded in part by FEMA's National Dam Safety Program – Rehabilitation of High Hazard Potential Dams (HHPD) grant, administered through the SC Department of Environmental Services (SCDES). Oconee County serves as the subrecipient applicant with Chattooga Lake Club as sub-subrecipient. The following is a summary of key federal requirements applicable to the Contractor. The Contractor is solely responsible for compliance with the full text of applicable federal regulations.

Build America, Buy America Act (Pub. L. No. 117-58, §§ 70901-52)

- All construction materials are manufactured in the United States
- Domestic preferences under BABAA only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Federal Procurement Standards (2 CFR § 200.317–200.327)

- Procurement must be conducted in a manner providing full and open competition.
- Contractors must comply with South Carolina and Oconee County's procurement policies and federal standards.
- Contractor must have no active exclusions in the System for Award Management (SAM.gov).

Davis-Bacon Act (40 U.S.C. § 3141–3148)

- All laborers and mechanics employed on site shall be paid prevailing wages as determined by the U.S. Department of Labor for Oconee County, SC.
- Contractor shall post wage determination at the job site and submit certified payrolls weekly.

Copeland Anti-Kickback Act (18 U.S.C. § 874)

- Contractor shall comply with requirements prohibiting unlawful kickbacks to supervisors.

Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701–3708)

- Workers shall not be required to work more than 40 hours per week without overtime pay.

Record Keeping and Audit

- All financial and project records shall be retained by Chattooga Lake Club for minimum three (3) years after final payment.
- County, SCDES, FEMA, Inspector General, and Comptroller General shall have audit access.

Debarment and Suspension (2 CFR Part 180 and 2 CFR Part 3000)

- Contractor certifies it is not debarred, suspended, or otherwise excluded from federal programs.

The full text of applicable federal clauses will be incorporated into the contract documents. Failure to comply with federal grant requirements may result in termination of the grant agreement and collection of some or all federal funds received.

– END OF BID PACKAGE –

Bid CLC 26-001 | Chattooga Lake Club | PO Box 46, Mountain Rest, SC 29664 | (214) 984-1743 | aireylh@gmail.com