PROJECT MANUAL SURVEYING SERVICES

November 2019

CITY OF NORTH AUGUSTA Engineering Department

100 GEORGIA AVENUE NORTH AUGUSTA, SOUTH CAROLINA 29841 (803) 442-5700 Fax: (803) 441-4208



South Carolina's Riverfront

TABLE OF CONTENTS

| Advertisement for Bids | 1 |
|--|----|
| Instructions to Bidders | 2 |
| Bid Proposal | 5 |
| Notice to Proceed | 8 |
| Contract | 9 |
| Part I – Roadway Survey – Additional Information | 11 |
| Part II – Austin Graybill Pond Survey – Additional Information | 12 |
| General Conditions | 14 |
| Special Conditions | 17 |

ADVERTISEMENT FOR BIDS

The City of North Augusta will received sealed proposals from South Carolina registered land surveyors for land surveying services. The proposals will be received by the City of North Augusta in the Engineering Conference Room at the North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina 29841 until 11:00 a.m. on Thursday, November 21, 2019 and at that time and place publicly opened and read.

The complete examination and understanding of the specifications and the site of the proposed work is necessary in order for the bidder to properly submit a proposal. Copies of the proposal form and contract documents including the specifications and drawings are available **at no charge** from the City of North Augusta Engineering Department, 100 Georgia Avenue, North Augusta, South Carolina 29841

The Owner reserves the right to reject any or all bids, and parts of any bid, and to waive formalities and technicalities.

Bids will be required to remain open for acceptance or rejection for thirty (30) calendar days after the date of opening the bids.

Address all bids to the undersigned, marking on outside of envelope "Surveying Services".

ATTN:

Mr. Thomas Zeaser, P.E., Director of Engineering & Public Works 100 Georgia Avenue North Augusta, South Carolina 29841

For inquiries call (803) 441-4231 or e-mail bmaleck@northaugusta.net.

INSTRUCTIONS TO BIDDERS

A. PROPOSALS: All proposals must be presented in a sealed envelope, addressed to the Owner. All bids must have be marked "Surveying Services" on the outside of the bid package. The proposal must be filed with the Owner on or before the time stated in the Invitation for Bids. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements.

Proposals received subsequent to the time stated will be returned unopened. Prior to the time stated any proposal may be withdrawn at the discretion of the bidder, but no proposal may be withdrawn for a period of thirty (30) days after bids have been opened, pending the execution of a contract with the successful bidder.

- B. <u>EXAMINATION OF WORK</u>: Each bidder shall, by careful examination, satisfy himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work or the cost thereof under the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations therein.
- C. <u>ADDENDA AND INTERPRETATIONS</u>: No interpretation of the meaning of the plans will be made to any bidder orally. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be sent by certified mail with return receipt requested to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Bidder shall indicate in the space provided on the Bid Form all addenda received.
- D. <u>PREPARATION OF BIDS</u>: Bids shall be submitted on the forms provided and must be signed by the bidder or his authorized representative. The person signing the bid shall initial any corrections to entries made on bid forms.

Bidders must quote on all items appearing on the bid forms, unless specific directions in the advertisement, on the bid form, or in special conditions allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "No Bid" where appropriate.

Alternative bids will not be considered unless specifically called for.

E. <u>BASIS OF AWARD</u>: The bids will be compared on the basis of the total pricing for each part (I, II), which will include and cover the furnishing of all materials

and the performance of all labor requisite or proper, and completing of all work called for under the accompanying contract, and in the manner set forth and described in the specifications. PARTS MAY BE AWARDED UNDER SEPARATE CONTRACT(S).

Where estimated quantities are included in certain items of the proposal, they are for the purpose of comparing bids. While they are believed to be close approximations, they are not guaranteed, and settlement will be made for such items upon the basis of the work actually executed at the unit prices in the proposal as accepted. In case of error in the extension of prices in a proposal, unit bid prices shall govern.

- F. BIDDER'S QUALIFICATIONS: No proposal will be received from any bidder unless he can present satisfactory evidence that he is skilled in work of similar nature to that covered by the Contract and has sufficient assets to meet all obligations to be incurred in carrying out the work. If required, he shall submit with his proposal, sealed in a separate envelope, a FINANCIAL, EXPERIENCE AND EQUIPMENT STATEMENT, giving reliable information as to working capital available, plant, equipment, and his experience and general qualifications. The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to him all such additional information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted by the Bidder, or investigation of him fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Part of the evidence required above shall consist of a list of names and addresses of not less than five (5) firms or corporations for which the bidder has done similar work.
- G. <u>TIME LIMIT</u>: The time allowed for completion of all work under this Contract, shall be AS SHOWN IN THE SPECIAL CONDITIONS OF THIS CONTRACT (the "Time Limit").
- H. <u>COMMENCING WORK</u>: Immediately upon completion of Contractual agreements, the Contractor shall submit to the Engineer for approval a construction schedule arranged to be within the Contract Time Limit. Actual construction operations shall commence within 10 days from date specified in the Notice to Proceed.
- I. <u>DETERMINATION OF LOW BID</u>: The Contract will be awarded, if it is awarded, to the lowest responsible bidder. The Owner, in its sole discretion, will decide which is the lowest responsible bidder.
- J. <u>REJECTION OF BIDS</u>: These proposals are asked in good faith, and awards will be made as soon as practicable, provided satisfactory bids are received. The right is reserved, however, to waive informalities in bidding, to reject any

or all proposals, or to accept a bid other than the lowest submitted if such action is deemed to be in the best interest of the Owner.

BID PROPOSAL

The undersigned, as bidder, hereby declares that they are the only person or persons interested in the Proposal as principal, and no other party than those herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or Proposal; and that is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the Work and informed himself full in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Specifications for the Work and all contractual documents relative thereto, and has read all Special Conditions and General Conditions furnished prior to the opening of bids; that Bidder is satisfied he has sufficient information regarding the Work to prepare this proposal.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of North Augusta, South Carolina in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the Work in complete accordance with the Specification to the full and entire satisfaction of the Owner with a definite understanding that no money will be allowed for extra work except as set forth in the Specifications.

The Bidder understands that the quantities mentioned below are approximate only and are subject to either increase or decrease and hereby proposes to perform any increased or decreased quantities or work at the Contract unit price and hereby submits the itemized Proposal as follows:

| PART I. Roadway Survey | | | | | |
|-------------------------------|--|-----|------|-------|-------|
| | | | | UNIT | |
| ITEM | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
| 1 | Bluff Ave. from Center St. to Alta Visa Ave. | 1 | LS | | |
| 2 | E. Pine Grove Ave. from Georgia Ave. to Brookside Ave. | 1 | LS | | |
| 3 | W. Pine Grove Ave. from Lucerne Ave. to Lake Ave. | 1 | LS | | |
| 4 | Center St. from Bluff Ave. to Georgia Ave. | 1 | LS | | |
| | PART I GRAND TOTAL: | | | | |
| · · | | | | | |
| PART II. Austin Graybill Pond | | | | | |
| | | | | UNIT | |
| ITEM | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
| 1 | Phase 1 – Boundary Survey | 1 | LS | | |
| | PART II GRAND TOTAL: | | | | |

The Bidder declares that he understands the quantities shown, for unit price items, are approximate only and are subject to either an increase or a decrease, and that should the quantities be decreased, the Bidder understands that payment will be made on the basis of actual quantities utilized at the unit price bid. Bidder will make no claim for anticipated profits for any decrease in quantities, and that actual quantities will be determined upon completion of the Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.

| This bid respectfully submitted by: | | |
|--|--|--|
| | | |
| Company | | |
| | | |
| Business Address | | |
| | | |
| Name of Bidder | | |
| | | |
| Title | | |
| | | |
| Signature of Bidder | | |
| Acknowledgement of the receipt of the following addenda: | | |

NOTICE TO PROCEED

| TO: | |
|---|--|
| PROJECT: | |
| and you are to substantially of | ORK in accordance with the AGREEMENT dated complete the WORK no later than per day will be assessed by the Owner if the work |
| You are required to return an acknowledg OWNER. | ged copy of this NOTICE TO PROCEED to the |
| Dated this day of, <u>2019</u> . | |
| | City of North Augusta (Owner) |
| By: | |
| | (Signature) |
| | Thomas C. Zeaser, P.E. |
| Titl | tle: Director of Engineering & Public Works |
| ACCEPTAN | NCE OF NOTICE |
| Receipt of the above NOTICE TO PROCEE, 2019. | ED is hereby acknowledged this the day o |
| Ву: | |
| | (Signature) |
| | (Print Name) |
| Titl | tle: |

CONTRACT

| THIS AGREEMENT made this day of _ | , by and between the |
|--|---|
| City of North Augusta, hereinafter called "OW in the City of | |
| , hereinafter called "CONTRACTOR". | · |
| WITNESSETH: that for and in consideration of mentioned, to be made and performed by the O with the OWNER to commence and complete the "Surveying S | OWNER, the CONTRACTOR hereby agrees the construction described as follows: |
| hereinafter called the project, for the sum of:(\$) and all extra work in connection the General Conditions of the Contract; and at furnish all the materials, supplies, machinery, explains and other accessories and services reaccordance with the conditions and prices state Plans, Specifications and Contract Documents Augusta Engineering Division, herein entitled be part hereof and collectively evidence and constant | on herewith, under the terms as stated in his own proper cost and expenses to equipment, tools, superintendence, labor necessary to complete the said project in ed in the Proposal, the General Conditions, therefore prepared by the City of North by the Engineer, all of which are made a |

The CONTRACTOR hereby agrees to complete the project <u>within the time limit</u> <u>specified in the Special Conditions section of this document.</u>

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, and to make payments on account therefore as provided in paragraph L, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to this presents have executed this Contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER

| ATTEST: | By: |
|---------|--|
| | Title: <u>Director of Engineering & Public Works</u> Date: |
| ATTEST: | CONTRACTOR By: |
| | Title: Date: |

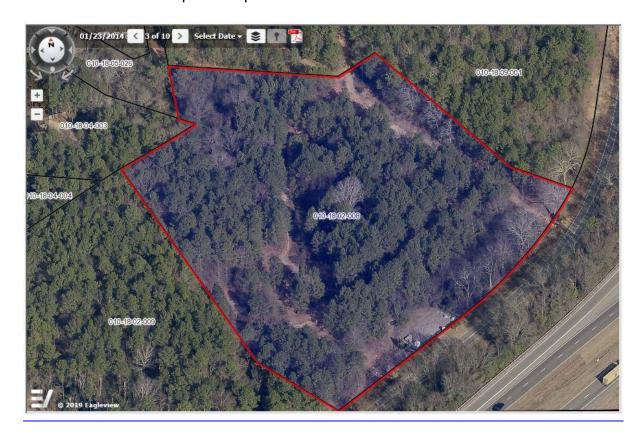
PART I - ROADWAY SURVEY - ADDITIONAL INFORMATION

- A. The survey bid on in Part I of the contract shall include a planimetric and topographic survey of the roads listed in the Bid Proposal. The survey shall include approximately 40 feet on each side of the road centerline. The survey area is approximately 3.35 acres for all four roads combined. The scope of the survey includes, but is not limited to:
 - 1. Contours at one (1) ft intervals.
 - 2. Existing property corner markers.
 - 3. Spot and floor elevations of all structures and other permanent obstructions.
 - 4. Spot elevation of the tops of curbs, gutters, and retaining walls.
 - 5. Location of flood plain and flood level of streams and other adjacent bodies of water.
 - 6. Location, variety and size of trees over 6" in diameter.
 - 7. Location of sidewalks, curbs, and gutters.
 - 8. Location of light poles, signs, electrical transformers, overhead power lines, power poles and electrical meter locations.
 - 9. Location of existing buildings.
 - 10. Location of gas meters, water meters, water valves, fire hydrants, sanitary sewer and storm sewer manholes, storm sewer inlets.
 - 11. Location of underground utilities such as but not limited to: gas lines, water lines, sewer lines, storm water lines, electrical lines, telephone lines, cable, etc.
 - 12. Invert elevations and pipe size of storm and sanitary sewer manholes/inlets.
- B. Final deliverables shall consist of a digital AutoCAD 2013 or newer version of the survey in state plane coordinates on USB Flash Drive or CD.

PART II - AUSTIN GRAYBILL POND SURVEY - ADDITIONAL INFORMATION

- A. The Part II bid item of the contract shall include, but is not limited to:
 - A thorough on-site analysis and boundary survey of one parcel of city owned land (Parcel # 010-18-02-008) totaling 7.59 acres, located off Austin Grabyill Road in North Augusta. See map below. The property is a regional stormwater detention facility.
 - 2. A boundary plat is to be prepared and submitted to the city in digital and paper format showing property lines, bearings and distances, total acreage, and any existing improvements (dams, structures, inlets, outlets, conveyances, and utilities) within the boundary of the property. Provide spot elevations of pipe inlets/outlets, manhole tops, etc. If any encroachments exist within the boundary, the survey will show that, with distances and boundaries of the encroachments.
 - Staking and flagging property corners and property lines located within clear sight distances that are visible to persons working in the area.
 - 4. Resetting on any missing pins to ensure all property lines are clear and visible.
- B. Final deliverables shall consist of a digital AutoCAD 2013 or newer version of the survey in state plane coordinates on USB Flash Drive or CD.

C. Location map for tax parcel 010-18-02-008:



GENERAL CONDITIONS

- A. <u>GENERAL</u>: The CONTRACTOR shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work and protection of adjacent property.
- B. <u>PERMITS AND LICENCES</u>: The CONTRACTOR shall secure and pay for all permits, licenses and approvals necessary for the execution of this contract. The CONTRACTOR and all SUBCONTRACTORS must possess a current North Augusta City Business License. No Aiken County nor City of North Augusta building permits will be required, however.
- C. <u>CONTRACTOR'S INSURANCE</u>: The CONTRACTOR shall comply with all Federal, State and local laws governing compensation insurance and shall procure and maintain adequate public liability and property damage insurance, and shall protect the OWNER from any and all claims resulting in the execution of this contract. Bodily injury and automotive property damage insurance in the amount of \$500,000 to any one person and subject to the same limit for each person, in an amount of not less than \$1,000,000 on account of one accident must be maintained. Property damage in an amount not less than \$500,000 for any one-damage claim, and in an aggregate amount, not less than \$1,000,000 during a period of twelve (12) months must be maintained.
- D. INDEMNITY: The CONTRACTOR shall indemnify and save harmless the OWNER from and against all losses and claims, demands, payments, suits, actions, recoveries and judgments of every nature and description made, brought, or recovered against the OWNER by reason of any act or omission of the CONTRACTOR, his agents or employees, in the execution of the work or in guarding the same.
- E. <u>CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT</u>: The contractor shall, immediately after the contract has been awarded, submit to the Engineer for his approval, a breakdown showing estimates of all costs apportioned to the major elements of equipment, material and labor comprising the total work included under any of the lump sum items shown in the proposal. These estimates, approved, will serve as a basis for estimating payments due on all partial estimates.

F. SUBCONTRACTING:

a. Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. Prior to beginning any work or prior to award of contract, if requested, Contractor shall submit for approval the name of each specialty subcontractor whose bids were

- used in the preparation of his proposal and whose services are intended to be employed for the contract work.
- b. Contractor shall not award any work to any subcontractor without prior written approval of the Engineer, which approval will not be given until Contractor submits to the Engineer a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Engineer may require.
- c. Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of the subcontractors and to give the Contractor the same power as regard terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- e. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
- G. <u>UTILITY COMPANIES</u>: The CONTRACTOR shall cooperate with the OWNER and all other utility companies during the course of this contract and is responsible for the locating of any and all utilities prior to construction.
- H. <u>EXTRA WORK</u>: Without invalidating the contract, the OWNER may order extra work or make changes by altering, adding to or deduction from the work and the contract sum will be adjusted accordingly. No claims for extra work or materials shall be allowed unless the work is ordered in writing by the Engineer acting officially for the OWNER, and the price is stated in such order.
- I. <u>CORRECTION OF WORK</u>: The CONTRACTOR shall remove, at his own expense, all work or materials condemned by the Engineer, and shall rebuild and replace same without extra charge.
- J. <u>ENGINEER'S AUTHORITY</u>: The Engineer in acting as the OWNER'S agent shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials, which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive. The

- Engineer shall decide all questions that may arise as to the interpretation of the plans and specifications relating to the work.
- K. <u>CLEANING UP</u>: The CONTRACTOR shall remove from the site, at his own expense, all temporary structures, rubbish and waste materials resulting from his operation. Suitable waste material may be placed on site as directed by the Engineer.
- L. <u>PAYMENTS TO THE CONTRACTOR</u>: The CONTRACTOR shall submit an approved final estimate to the Engineer when the work is completed. Final complete payment shall be made to the CONTRACTOR not later than 15 days after formal acceptance of the completed project by the Engineer.
- M. <u>ACCEPTANCE OF BIDS</u>: The City of North Augusta reserves the right to accept or reject any or all bids and to waive any bidding formalities.
- N. <u>SITE EXAMINATIONS</u>: The Bidder is required to fully examine the work location to fully acquaint himself with the conditions prior to bid time. All bid prices are to accurately reflect this site examination.

SPECIAL CONDITIONS

A. <u>TIME FOR COMPLETION</u>: The work which the Contractor is required to perform under this contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed <u>NOT LATER</u> **THAN THE DATES SHOWN BELOW**:

| PART I | January 31, 2020 |
|---------|-------------------|
| PART II | December 31, 2019 |

- B. <u>LIQUIDATED DAMAGES</u>: The Contractor shall pay to the Owner as liquidated damages the sum of \$200.00 (dollars) for each calendar day that the Contractor shall be in default of completing the work.
- C. <u>AVAILABILITY OF CONTRACTOR</u>: The Contractor shall insure that an employee in a reasonable position with the company will be available to the Owner 24 hours per day, including weekends, holidays and during extended shutdown periods. Prior to beginning construction, the Contractor shall furnish the Owner a list of such persons, including names, addresses and telephone numbers. The purpose of this requirement is to enable the Owner to contact the contractor in case of emergencies or other problems that may arise during nonworking hours.
- D. <u>LOCAL CODES</u>: All work under this contract shall be done between 6:00 a.m. and 6:00 p.m., Monday through Saturday, unless otherwise approved in writing by the Owner.
- E. <u>CONTRACT DOCUMENTS AND DRAWINGS</u>: The Owner will furnish the Contractor without charge two (2) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.
- F. ORDER AND DISCIPLINE: The Contractor shall at all times enforce strict discipline and good among his employees. Any employees of the Contractor who shall appear to be incompetent, disorderly, intemperate or in any other way disqualified for or unfaithful to work entrusted to him, shall be discharged immediately on the request of the Engineer, and he shall not again be employed on the work without the Engineers written consent.
- G. <u>CLEANING UP</u>: The Contractor shall keep the premises free from the accumulation of waste material and rubbish and upon completion of the work, prior to the final acceptance of the completed project by the Owner, he shall remove from the premises all rubbish, surplus materials, implements, tools, etc., and leave his work in a clean condition, satisfactory to the Engineer.