

MUNICIPAL CENTER POWER WASHING AND WINDOW
CLEANING

BID MANUAL

September, 2017

CITY OF NORTH AUGUSTA
BUILDING STANDARDS DEPARTMENT
100 GEORGIA AVENUE
NORTH AUGUSTA, SOUTH CAROLINA 29841
(803) 441-4223 Fax: (803) 441-4232



REQUEST FOR PROPOSALS

The City of North Augusta will receive SEALED proposals from contractors for **Municipal Center Power Washing and Window Cleaning** until **Thursday October 5, 2017 at 11:00 a.m.** at the North Augusta Municipal Center, 100 Georgia Avenue, North Augusta, South Carolina 29841 at which time, and place ALL PROPOSALS WILL BE PUBLICLY OPENED AND READ ALOUD.

For inquiries and to request bid manual contact:

Manuel Gunter
(803) 441-4226
Fax (803) 441-4232
e-mail: mgunter@northaugusta.net

It is the intent of the Owner to contract with a contractor to perform exterior power-washing and window cleaning at the North Augusta Municipal Center.

Each bidder to be entitled to consideration must be legally licensed under the laws of the State of South Carolina.

The Owner reserves the right to waive technicalities and/or formalities and to reject any and all bids.

INFORMATION FOR BIDDERS

1. SCOPE OF WORK

The North Augusta Municipal Center is a 4-story office building of primarily brick veneer exterior with cast-stone copings and E.I.F.S. cornices, and several exterior balconies with cast stone balustrades (no roof cleaning). The vertical limit of work shall be as shown on the attached building elevation drawings. The Scope of Work includes the following tasks to be performed by the selected contractor:

- Determining the appropriate water pressure, temperature and cleaning method for different surfaces of the building;
- Implementing traffic controls during set up, power washing and cleanup operations;
- Power washing the Facilities;
- Exterior window cleaning;
- Protect persons, vehicles, landscape plantings, etc., from any potential harmful effects of overspray and/or runoff from the cleaning operation; and
- Cleaning up after power washing is complete, and removing all tools, equipment and debris associated with the power washing operation.

2. WORK SCHEDULE

All work must be scheduled to ensure minimal interruption to normal business operations and/or any special events which may be taking place at the facility. Work on some portions of the building may be restricted to after-hours/weekends

3. RECEIPT AND OPENING OF BIDS

The City of North Augusta will receive bids until **Thursday October 5, 2017 at 11:00 a.m.** at the North Augusta Municipal Building, 100 Georgia Avenue, North Augusta, South Carolina at which time, and place all bids will be publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to City of North Augusta, 100 Georgia Avenue, North Augusta, SC, 29841, to the attention of Manuel Gunter and marked "MUNICIPAL CENTER POWER WASHING".

The OWNER may consider any bid informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified above shall not be considered.

4. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the OWNER.

5. QUALIFICATION OF BIDDER

The Bidder shall demonstrate experience in projects of similar scope and magnitude by providing references and project summaries. The Owner may make such investigations as it is deemed necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such additional information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

6. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. **The facility is available for inspection anytime during normal business hours, Monday-Friday, 8:30 am to 5:00 pm.**

7. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may negotiate modifications to the proposal from the apparent lowest responsible bidder. The Owner will decide which is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:

- a. Maintains a permanent place of business.
- b. Has adequate equipment and personnel to perform the work properly and expeditiously.
- c. Has suitable financial status to meet obligations incident to the work.
- d. Has appropriate technical experience.

The City of North Augusta reserves the right to accept the proposal that best serves the City of North Augusta.

Bid Proposal

The undersigned, as bidder, hereby declares that they are the only person or persons interested in the Proposal as principal 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 Specifications for the Work and all contractual documents relative thereto, and has read all Special Provisions 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.

Acknowledgment of receipt of the following addenda, if any:

The Bidder proposes and agrees, if this Proposal is accepted, to contract with 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 Specifications 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, for the lump-sum price of:

_____ Dollars(\$ _____)

This bid respectfully submitted by:

Company

Name of Bidder

Title

Signature of Bidder

Contract

THIS AGREEMENT made this _____ day of _____, by and between the City of North Augusta, hereinafter called "OWNER" and an individual doing business as _____ in the City of _____ County of _____, and State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

MUNICIPAL CENTER POWER WASHING SERVICES

hereinafter called the project, under the terms as stated in the General Conditions of the Contract; and at his own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Plans, Specifications and Contract Documents therefore prepared by the City of North Augusta Engineering Division, herein entitled by the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

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.

ATTEST:

OWNER

By:

Title:_____

Date:_____

ATTEST:

CONTRACTOR

By:

Title:_____

Date:_____

GENERAL CONDITIONS

- A. GENERAL: 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. PERMITS AND LICENCES: 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. CONTRACTOR'S INSURANCE: 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. CONTRACTOR'S BREAKDOWN OF LUMP SUM PAYMENT: 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. All subcontractors must possess a current City of North Augusta business license.
 - d. 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.
 - e. 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.
 - f. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.
- G. UTILITY COMPANIES: 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. EXTRA WORK: 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. CORRECTION OF WORK: 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. ENGINEER'S AUTHORITY: 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. CLEANING UP: 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. PAYMENTS TO THE CONTRACTOR:

1. Monthly Estimates and Payments:

a. The CONTRACTOR shall submit to the Engineer on the first (1st) day of each month an approved estimate of the work performed during the preceding month under this contract. Monthly estimates shall be prepared in quadruplicate in a form approved by the Engineer.

b. The OWNER shall make monthly payments to the CONTRACTOR not later than the fifteenth (15th) day of each month in which an estimate is submitted. Each such payment shall be for an amount equal to 90% of the approved monthly estimate. To insure the proper performance of this contract, the OWNER shall retain 10% of the amount of each estimate until final completion and acceptance of all work by this contract.

2. Final Estimate and Payment: 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. GENERAL GUARANTY: The CONTRACTOR shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work. The Contractor shall supply to the City of North Augusta, a suitable one (1) year's written guaranty.~~

~~N. BONDS: **Both bid and performance bonds** are required on the project.~~

O. ACCEPTANCE OF BIDS: The City of North Augusta reserves the right to accept or reject any or all bids and to waive any bidding formalities.

P. SITE EXAMINATIONS: 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. TIME FOR COMPLETION: 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 completed within **30 calendar days**.
- B. LIQUIDATED DAMAGES: 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. AVAILABILITY OF CONTRACTOR: 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 non-working hours.
- D. LOCAL CODES: 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. CONTRACT DOCUMENTS AND DRAWINGS: 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. CLEANING UP: 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.
- H. MAINTENANCE OF TRAFFIC: In any work within the public right-of-way, the Contractor shall provide adequate warning and protection for pedestrian and vehicular traffic from any hazard arising out of the Contractors operations and will be held responsible for any damage caused by negligence on his part or by the

improper placing of or failure to display danger signs and road lanterns. All traffic controls shall conform to the Manual on Uniform Traffic Control (MUTCD), latest edition. **One lane of traffic shall be kept open and clear at all times.**

- I. WATER SUPPLY: The Owner will furnish all water necessary for construction operations.
- J. SCHEDULE: *A detailed schedule shall be submitted to the Owner prior to the beginning of work on this contract.*