

AIKEN COUNTY GOVERNMENT

Barden Landfill Office Building

**100 Landfill Access Road
Graniteville, SC**



**Prepared by:
Aiken County Procurement
1930 University Parkway, Suite 3201
Aiken, S.C. 29801
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INVITATION TO BID

Barden Landfill Office Building

Project Description: Aiken County is requesting Sealed Bids to provide all labor, equipment and materials for the following: 36'-0 x 56'-0 manufactured office building delivered and set-up on site. See deliverable scope attached.

All work to be located at 100 Landfill Access Road. Time of completion is **(90) calendar days**, with liquidated damages of \$500 per calendar day, and once all work is completed and accepted by Aiken County, the awarded Contractor shall provide a **minimum one year written warranty** for labor and materials provided. The bids must be received by mail or hand delivered to the Aiken County Central Procurement Division, 1930 University Parkway, Suite 3201, Aiken, South Carolina 29801, at the specified time on the advertisement.

Sealed bids must be submitted as stated on the attached Aiken County Sealed Bid Document. Any questions concerning the bid should be directed to the Aiken County Procurement Department at email address procurement@aikencountysc.gov.

Bid Bond: A 5% Bid Bond is not required for this Project.

Plans, Specifications, and Contract Documents: Plans, Specifications and Contract Documents will be posted on the Aiken County web page at <http://www.aikencountysc.gov/Depts/PRC/PRCmain.php> , or a printed Bid Document booklet may be obtained from the Aiken County Office of Procurement, 9:00 AM until 4:30 PM, phone 803-642-1540. There will be a non-refundable *Twenty five dollars (\$25.00)* per set deposit required for the printed Bid Documents. Overnight delivery is available for an additional charge.

Owner Contact: All Contractors are instructed to direct all inquiries regarding this Bid to the Aiken County Office of Procurement procurement@aikencountysc.gov.

Conditions of Work: The Contractor must have informed himself fully of the conditions relating to the scope of this project and the employment of labor thereon, to have inspected the site and to have read and become familiar with all the bid documents, contract documents, and location map. Failure or omission to do so will not relieve a successful bidder of his obligation to furnish all material, equipment, and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods and / or means as will not cause any interruption of or interference with the work of other contractors.

The Contractor will be responsible to schedule his work during daylight hours each work day or otherwise notify the County Engineer for requesting a change of working time. It is the Contractors' responsibility to practice safety requirements at all times on the job site and respond to maintain or repair any damages that may have been done during his tenure of this contract.

The Contractor will provide references, business license(s), and insurances to the County Engineer before a Notice to Proceed is issued. Proof of Liability Insurance and Workmen's Compensation Insurance must be provided prior to commencing work.

Restrictions: This work is to be performed in a timely manner at an occupied public facility. Building access shall be 8:00 am to 5:00 pm, Monday through Friday unless prior approval given by Owner.

Safety Devices: Construction laydown areas within the building shall be restricted to one work area at a time. Contractor shall provide all barricades and signs required for safety, and shall remove trash and debris from the work area daily.

Damage to Property: Contractor shall be responsible for, and immediately take action to, repair or replace any damage adjacent to existing owner property for any reason.

Utilities: Owner utilities will be provided from the nearest available location with no modifications by the owner or costs thereof to extend them closer to the work area.

References: References shall be provided upon request to confirm that the successful bidder is capable of performing and completing this project in a timely manner under specified conditions.

Warranty Period: The minimum (written) warranty period for this project is a minimum of **one (1) year** on labor and materials against defects and workmanship. This warranty period shall commence upon owner's final approval of the entire work. A follow-up inspection will be scheduled one year after completion and acceptance.

Licenses & Permits: Contractor is to obtain any licenses or permits required to provide this work at no additional expense to the Owner.

Insurance: Proof of Liability Insurance and Workmen's Compensation Insurance must be provided prior to commencing work.

Sketches: Sketches are provided for the purpose of bidding and not for detailed construction. All materials to be used are to be approved by the County Engineer prior to installation. In the case of an inconsistency between the sketches and specifications or within either documents, the better quality or greater quantity of work shall be provided in accordance with the interpretation of the County Engineer.

Time of Completion: The time of completion is **(90) calendar days** and availability of all items must be confirmed prior to commencing work. Liquidated damages are **five hundred (\$500.00) dollars** per calendar day. Written requests for additional time caused by unforeseen delays will be considered only if submitted in writing within ten (10) calendar days of event causing the delay. The work must commence on or before a date to be specified in a written "Notice to Proceed" by the Owner and to fully complete the project within the consecutive days thereafter, excluding major holidays. No work will commence prior to obtaining the required licenses or permits or prior to receiving the written "Notice to Proceed" by the Owner.

Waiver of Lien: At the completion of the project, a Waiver of Lien (Form provided by the County Engineer) shall be submitted to the County Engineer with the final Pay Request.

Security for Faithful Performance: For those contracts less than \$ 50,000.00 in value, in lieu of a Performance Bond, the Owner shall retain and hold ten (10%) per cent from each draw request. Such retainage shall be held until all work has been completed and approved by the County Engineer, and a Waiver of Lien submitted, stating that all vendors have been paid for materials, labor and supplies.

Work by Aiken County: **Aiken County will provide no labor for this project.**

OWNER:

Aiken County Government
1930 University Parkway
Aiken, SC 29801
Telephone: 803-642-1535
Main Fax: 803-642-3684

END INVITATION TO BID

BID DOCUMENT

Barden Landfill Office Building

TO THE COUNTY AND COUNTY COUNCIL
OF AIKEN COUNTY, SOUTH CAROLINA

Submitted _____, 20____

The undersigned, as Bidder, hereby declares:

1. That the only person or persons interested in the bid as principal or principals is (or are) named herein and that no person other than mentioned herein has any interest in this Bid or in the Contract to be entered into.
2. That this bid is made without connection with any other person, company or parties making a bid.
3. That in all respects, this bid is made fairly and in good faith, without collusion or fraud.

The Bidder further declares:

4. That he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done.
5. That he has examined the Drawings and Specifications for the work and contractual documents relative thereto and has read all Special Provisions and General Conditions furnished prior to the opening of bids.
6. That he has satisfied himself relative to all work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to:

- A. Contract with Aiken County, South Carolina, a body politic and corporate and a political subdivision of the state of South Carolina (hereinafter called The Owner), in the form of contract specified,
- B. To furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the work in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the Drawings, Specifications and Contract Documents 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 attached General Conditions and Contract Documents for the following prices:

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BID DOCUMENT
Barden Landfill Office Building
(MUST BE FILLED IN COMPLETELY BEFORE BID IS SUBMITTED)

Provide all labor, equipment and materials for the completion of the work as described in the Plans and Specifications Guideline for ***Barden Landfill Office Building*** at the ***100 Landfill Access Road*** for the following prices, including all applicable sales tax, as follows:

1) Project Task

Item	Description	Units	Quantity
1	Building (including delivery)		
2	Set-up and Tie-downs		
3	Skirting		
4	Aluminum Ramp and stairs (delivery and set-up)		
5			
6			
7			
8			

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BID DOCUMENT
Barden Landfill Office Building

The **Total Lump Sum Bid** (including applicable sales taxes) shall be:

Dollars

(\$ _____) Dollars and Cents

Bidder must acknowledge by signature having seen each and all Addenda issued for this project (if applicable):

Addendum Number ____ : _____ **(L.S)**

Addendum Number ____ : _____ **(L.S)**

Addendum Number ____ : _____ **(L.S)**

(Include Additional Signature Sheet for Addenda if Needed)

The Bidder further proposes and agrees hereby to commence work under this contract, with adequate force and equipment, on a date to be specified in a written order of the Engineer, and shall fully complete all work there under within the following number of consecutive calendar days from and including that date:

(90) Consecutive Calendar Days

The Bidder declares that he understands that the unit price quantities shown in the Bid are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of the work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities used at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that 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.

Submitted: _____

By: _____ **(L.S)**

Title: _____

General Contractor's License No. _____

(Note: If the Bidder is a Corporation, the Bid shall be signed by a duly authorized Officer of the Corporation; if a Partnership, it shall be signed by a Partner. If signed by other, authority for signature shall be attached. The name of the person Signing must be typed in under his/her signature.)

EXAMPLE ONLY

Time is of the essence of this CONSTRUCTION AGREEMENT, and the CONTRACTOR shall pay to the OWNER, not as a penalty, but as Liquidated Damages, the sum of **Five Hundred and 00/100 Dollars (\$500.00)** for each consecutive, calendar day that the CONTRACTOR shall be in default of completing the Work within the time limit named herein. Because of the difficulty of fixing damages suffered by the OWNER on account of such default, damages are herein agreed upon as stated.

3. The OWNER hereby agrees to pay the CONTRACTOR for the faithful performance of this CONSTRUCTION AGREEMENT, subject to additions and deductions as provided in the Drawings and Specifications, together with the Bid, Advertisements for Bids, Instructions to the Bidders, Special Provisions, General Conditions, and all Addenda hereto annexed, in lawful money of the United States, the sum of:

Dollars

(Dollars and Cents)

which sum shall also pay for all loss or damages arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecuting of the Work, and for all expenses incurred by or in consequence of the Work, its suspension or discontinuance, and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective Work, material, or equipment provided for a period of **one (1) year** after completion of all Work.

4. No later than 30 days after pay requests are promptly and properly submitted, as the Work progresses, the OWNER shall make partial payments to the CONTRACTOR on the value of labor and materials incorporated into the Work and of materials on hand at the Site of the Work, except cement and other materials subject to deterioration, during the preceding calendar month, less payments already made and less deductions for any unaccepted or defective Work, in accordance with terms set forth in the Specifications.

5. Upon submission by the CONTRACTOR of evidence satisfactory to the OWNER that all payrolls, material bills, and other costs of any kind incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, final payment on account of this CONSTRUCTION AGREEMENT shall be made within thirty (30) days after the completion by the CONTRACTOR of all Work covered by this CONSTRUCTION AGREEMENT and the acceptance of such Work by the OWNER.

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EXAMPLE ONLY

IN WITNESS WHEREOF, the parties hereto have caused this CONSTRUCTION AGREEMENT to be executed by their duly authorized officers as of the date first above written in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original agreement. It is the intention of the parties that this Construction Agreement is a sealed instrument regardless of whether or not any seal is actually attached hereto.

Signed, Sealed, and Delivered in the Presence of: **AIKEN COUNTY, SOUTH CAROLINA**

Witnesses:

By: _____
Gary Bunker
County Council Chairman

ATTEST:

COUNTY CLERK (Official Seal) (SEAL)

CONTRACTOR

Signed, Sealed and Delivered in the Presence of:

(Print or Type Name of CONTRACTOR)

Witnesses:

(As to the CONTRACTOR)

(Print or Type Name)

(As to the CONTRACTOR)

(Print or Type Name)

By: _____

(Print or Type Name)

Its: _____

ATTEST:
* _____ (SEAL)

(Print or Type Name)

Its: _____
(Official Seal)

APPROVED AS TO FORM AND CONTENT

Attorney for the OWNER

*** NOTE: SIGNING INSTRUCTIONS - THESE INSTRUCTIONS MUST BE FOLLOWED.**
If CONTRACTOR is a Corporation, the CONSTRUCTION AGREEMENT must be signed by the President or Vice-President, Attested by the Secretary, and the Corporate Seal affixed.
If CONTRACTOR is a Partnership, the CONSTRUCTION AGREEMENT must be signed in the Partnership's Name by one of the Partners, with indication that (s)he is a General Partner. Signatures must be legible with the printed or typed name under each appropriate signature.

PRECONSTRUCTION CONFERENCE

(Rev July 2013)

1.1 DESCRIPTION

To help clarify construction contract administration procedures, the County (Owner) will conduct a Preconstruction Conference prior to start of the work. Contractor(s) will designate personnel for attendance.

1.2 SUBMITTALS

- A. To the maximum extent practicable, advise the County Engineer at least 4 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer will compile minutes of the Conference, and will furnish copies of the minutes to the Contractor. The Contractor may make and distribute such other copies as he wishes.

1.3 PRECONSTRUCTION CONFERENCE

- A. The Conference will be held after the Owner has issued the “Notice of Award”, but prior to actual start of the work.

- B. Attendance:

Provide attendance by authorized representatives of the Contractor and major subcontractors. For those persons designated by the Contractor, his subcontractors, and suppliers to attend the Preconstruction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

- C. Minimum agenda: Data will be distributed and discussed on:

1. Organizational arrangement of Contractor’s forces and personnel, and those of subcontractors, materials suppliers and the Engineer;
2. Establish channels and procedures for communication;
3. Construction schedule, including sequence of critical work;
4. Contract documents, including distribution of required copies of drawings and revisions;
5. Processing of Shop Drawings and other data submitted to the Engineer for review;
6. Processing of field decisions and Change Orders;
7. Rules and regulations governing performance of the Work; and
8. Procedures for safety, security, quality control, traffic control, etc.

Also during the Conference, the project start date will be determined. After the end of the Conference, a “Notice to Proceed” will be issued to the Contractor.

SPECIFICATIONS GUIDELINE
Barden Landfill Office Building

GENERAL REQUIREMENTS:

- Contractor shall visit the site and become familiar with the work to be accomplished, the existing conditions and the public functions, which must continue during this project.
- Contractor shall field verify all measurements.
- Selected Contractor shall obtain any permits and/or licenses required to perform this project at no additional cost to Owner.
- Contractor agrees to provide proof of Insurance, maintain same, and fully comply with OSHA and any related safety practices and/or regulations.
- Contractor shall provide all required submittals and Material Safety Data Sheets (MSDS).
- Contractor shall daily pick up and remove litter and construction debris.
- Contractor shall promptly repair or replace any accidental damage that occurs at no additional cost or liability to Owner.
- Following Contractor's own thorough inspection, he shall submit a written request for a final inspection to the Aiken County Engineer. Final inspection will be joint participation with Contractor and Owner representative. A written list of deficiencies ("punch list") will be written by Aiken County, and provided to the contractor promptly within three calendar days.
- Contractor agrees to correct any deficiencies noted promptly within ten (10) calendar days.
- Contractor agrees to provide a written minimum **one (1) year** labor and material warranty upon completion and acceptance by the Office of the Aiken County Engineer, and schedule a follow-up site inspection with Owner after one year from acceptance.
- This is a "turn-key" project.

DESCRIPTION OF WORK:

**Barden Landfill Manufactured Office Building
Scope of Deliverables**

Building Size: Approx. 36'-0 x 56'-0

Building Layout: Six (6) offices of equal size
One (1) common reception/open area
One (1) coffee bar area w/ counter-top
Two (2) ADA restrooms

Building Color: White or Beige

Building Entrances / Exits: One (1) in front, centered and One (1) at left side or rear. ADA compliant.

Other Building Amenities: Aluminum ramp for front access
Aluminum steps / platform at secondary ent./exit
Vinyl Skirting

Building Set-up: Supplier will deliver and set-up office utilizing standard CMU piers.
Supplier will install tie-down anchors for the building.

Utilities: Will be installed by owner.

MATERIALS SPECIFICATIONS:

SCHEDULE:

- Time of completion is **(90) consecutive calendar days** from “Notice to Proceed,” which will be issued by the Aiken County Engineer following a Preconstruction Conference.
- Upon completion of work, selected Contractor will inspect and notify County Engineer in writing, requesting a final inspection.
- Contractor shall provide Owner with a copy of Manufacturer’s warranties and maintenance manuals for all new appliances, fixtures, etc.
- Warranty(ies) shall commence upon final approval of project by County Engineer.

END SPECIFICATIONS GUIDELINE