

City of Isle of Palms, South Carolina  
Request for Bids (RFB) 2019-02  
Pressure Wash, Caulk and Paint Isle of Palms Fire Station 2

In accordance with the City of Isle of Palms Procurement Code, the City is accepting sealed bids to pressure wash, caulk and paint Fire Station 2 located at #44 Forty-First Avenue Isle of Palms, SC 29451.

**A. Bid Requirements**

Bids shall be submitted to the following:

Desiree Fragoso  
Interim City Administrator  
City of Isle of Palms  
1207 Palm Boulevard  
Post Office box 508  
Isle of Palms, South Carolina 29451

**Deadline for Questions:** Questions may be submitted via email to Chief Ann Graham via [anngraham@iop.net](mailto:anngraham@iop.net) by 5:00 p.m., local time, Wednesday, February 20, 2019 after which time all questions will be answered on an addendum posted to the City's website at [www.iop.net](http://www.iop.net).

**Deadline for Submissions:** The deadline for submission is 10:00 a.m., local time, Thursday, February 28, 2019. Submissions must be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope, where they will be opened and read aloud. Sealed envelopes must be clearly marked RFB 2019-02 Paint Fire Station 2. The City accepts no responsibility for electronic submissions, and it will be the responsibility of the proposers to verify receipt by the City.

Bids may be delivered by hand or by mail, but no proposal shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any particular means of delivery of bids.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes to such bid, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Respondents must have or be able to procure an Isle of Palms Business License.

A 5% Bid Bond or Certified Check must accompany each bid submitted and will become the property of the City of Isle of Palms, if the successful bidder refuses or neglects to comply with the terms of the Contract. Bid deposits are to be made payable to the City of Isle of Palms. In the event that the successful Bidder fails to execute a Contract within (10) days of the receipt of said contract, such security shall be retained by the city as liquidated damages. Unsuccessful Bidders' deposits will be returned immediately following the award to said successful bidder.

If the Bidder is a corporation, state your correct corporate name and State of incorporation. If Bidder is a partnership, state names and addresses of partners. If Bidder is a trust or other legal entity, state correct names and addresses of trustees or names and address of those legally authorized to bid and enter into contracts.

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of proposal, qualifications, technical expertise, and ability to execute the work. Bidders should supply references for previous clients for which fire apparatus work has been executed.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The contract requires provision of payment and performance bonds satisfactory to the City. The City of Isle of Palms reserves the right to reject any and all bids and to waive irregularities.

By signing its bid, Bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide to the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that Bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

## **B. Scope of Work**

A site visit to the Isle of Palms Fire Station 2 is mandatory prior to submitting a bid. Please contact Chief Graham, Fire Chief, at (843) 224-9269 to schedule the site visit. Only those bidders who include the attached validation that they conducted a site visit to the Fire Station will be considered.

The scope of work for the project includes the following:

1. Pressure wash entire exterior of building and shed with environmentally safe solution. This may require a lift, boom truck, scaffolding and or ladder.
2. Inspect and caulk all windows, trim joints and gaps in siding.
3. Repair any sill flashing that has lifted up.
4. Paint entire building and backyard shed with Sherwin Williams paint or equivalent.

Sherwin Williams exterior color codes:

- |                          |         |
|--------------------------|---------|
| ○ Stucco Base            | PNT – 6 |
| ○ Garden Gate            | SW 6167 |
| ○ Intermediate Field     | PNT – 2 |
| ○ Chatroom               | SW 6171 |
| ○ Upper Field            | PNT – 7 |
| ○ Sedate Gray            | SW 6169 |
| ○ Belt course and Soffit | PNT – 8 |
| ○ Ceiling Bright White   | SW 7007 |
| ○ Trim Accent            | PNT – 9 |
| ○ Fireweed               | SW 6328 |

5. Paint interior walls and interior trim and caulk at counter tops and showers.

Sherwin Williams interior paint color codes:

- |                            |         |
|----------------------------|---------|
| ○ Typical wall color       | PNT-1   |
| ○ Repose Gray              | SW 7015 |
| ○ Accent color             | PNT-2   |
| ○ Chatroom                 | SW 6171 |
| ○ Accent color             | PNT-3   |
| ○ Nathatch                 | SW 6088 |
| ○ Lower Apparatus Bay wall | PNT- 4  |
| ○ Dorian Gray              | SW 7017 |
| ○ Upper Apparatus Bay Wall | PNT-1   |
| ○ Repose Gray              | SW 7015 |
| ○ Hollow metal door frames | PNT-5   |
| ○ Anonymous                | SW 7046 |
| ○ Hollow metal doors       | PNT-4   |
| ○ Dorian Gray              | SW 7017 |
| ○ Typical base             | RB-1    |
| ○ Dolphin                  | P-129   |
| ○ Fitness room base        | RB-2    |
| ○ Black                    | P-100   |

### **C. Project Timeline**

The exterior painting shall occur between April 1, 2019 and June 30, 2019. Exterior paint shall not be applied to any moist surface. Exterior walls are frequently moist early in the mornings and early evenings. Exterior work may occur Monday through Saturday between 8:00 a.m. and 6:00 p.m. Interior work may occur any day of the week between 8:00 a.m. and 7:00 p.m.





Project. Contractor hereby warrants to City that all services on the Project shall be performed according to applicable professional standards. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all services performed by Contractor pursuant to this Agreement.

2. Contract Price. For all services to be performed by Contractor on the Project, City agrees to pay to Contractor the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, payable as set forth in Exhibit I.

3. Completion Schedule. Time is of the essence. Contractor agrees to complete the Project within \_\_\_\_ ( ) days from the date of this Agreement. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City and casualty losses) the Project completion date shall be extended accordingly.

4. Change orders. The City has the right to require alterations or changes (“Change Orders”) to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

5. Permits, Fees and Licenses. Contractor agrees to apply for and obtain all Project permitting on behalf of the City for which City agrees to pay as set forth in Exhibit I. Contractor agrees to apply for, obtain and pay for all other governmental permits, fees and licenses necessary for the Contractor’s performance and completion of the services under the Project (including, but not limited to, a City business license).

6. Indemnification and Insurance

A. Contractor agrees to hold harmless and indemnify city and its officers, agents and employees from and against any loss or damage, including all reasonable attorney’s fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines

or penalties (including but not limited to all fees and expenses incurred as a result of death or injury of persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the services under this Agreement. In the event of any such claims made or suits filed, City agrees to give Contractor written notice thereof, and Contractor shall have the right to defend or settle the same to the extent of its interests hereunder.

B. Contractor shall procure, and maintain in effect during the term of this Agreement, insurance coverage in amounts and on terms not less than set forth below:

1) General Liability: Comprehensive general liability insurance coverage on the services under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage;

2) Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000.00 each occurrence.

3) Professional Liability: professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by Contractor in the amount of \$1,000,000.00 per claim and in the aggregate; and

4) Workers' Compensation: Contractor agrees to maintain workers' compensation coverage on its employees as required by the State of South Carolina workers' compensation laws.

All insurance coverage required hereunder shall be with companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor. Each policy shall contain a requirement that, in the event of change or cancellation, 30 days' prior written notice must be given to City.

7. Breach.

(a) In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

(b) Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

8. Site Investigation. Contractor acknowledges that Contractor has inspected the service areas and has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. Notices. All notices, consents and approvals required by any provision of this Agreement shall be in writing and shall be deemed to be properly given and received when personally delivered to the representatives of each party or when deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to:

City of Isle of Palms:

Representative: Desiree Fragoso, Interim City Administrator

Address: 1207 Palm Blvd., Isle of Palms, SC 29451

[Contractor] \_\_\_\_\_:



Representative: \_\_\_\_\_

Address: \_\_\_\_\_

10. Binding Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect (“SCUAA”). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under the Section within thirty (30) days after receiving notice of the submission to arbitration of such dispute, then the other party or parties shall select an arbitrator for such nonselecting party, and the decision of the arbitrators shall be final and upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney’s fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the party for all reasonable fees and costs, including attorney’s fees, incurred in the proceedings seeking injunctive relief.

11. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes and nullifies all prior or contemporaneous agreements or representations by either party which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended only by a written agreement signed by each party.

12. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement is not a consent or waiver to or of any other breach or default in the performance by the party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

13. Governing Law; Severability. This agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

14. Binding Agreement. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15. Subcontracting and Assignment. Contractor agrees not to enter into any subcontracts, leases, agreements, or assignments pertaining to this Agreement or any interest or right herein, either voluntarily or by operation of law, without prior written approval of City.

16. Section Headings. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, by and through the undersigned officers, as of the date stated above.

WITNESS:

The City of Isle of Palms, S.C.

\_\_\_\_\_  
\_\_\_\_\_  
(as to City)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(as to Contractor)

\_\_\_\_\_, Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT I

(Attach Contractor's Proposal, dated \_\_\_\_\_, 2019)