



BID PACKAGE: CHICORA- 08/23/18

CITY OF CONWAY
Chicora Subdivision Drainage Improvements

BID OPENING: 2:00 PM
THURSDAY, AUGUST 23th, 2018

City of Conway, South Carolina
Public Works Department

Invitation for Bids:

Sealed Bids for the Chicora Subdivision Drainage Improvements for the City of Conway, per specifications and drawings, subject to the conditions and provisions set forth in the attached Bid Package, will be received at this office, 2940 Jerry Barnhill Blvd, **until 2:00 p.m., Thursday, August 23th, 2018**, at which time they will be publicly opened and read aloud. The commodities and/or services must be furnished as described and specified in the package. Sealed bids may also be mailed to the following address. Plans and specifications may be obtained at City of Conway Public Works Department, 2940 Jerry Barnhill Blvd. Conway, SC 29526

**Attention: Kevin Chestnut
Public Works Director
P.O. Drawer 1075
Conway, SC 29528**

Also, please show the following Bid Number in the lower left corner of the envelope:

BID NUMBER: CHICORA- 08/23/18

GENERAL INSTRUCTIONS TO BIDDERS

Unless otherwise stated in Special Instructions to Bidders, the following General Instructions will apply:

1. **BID OPENING AND AWARD:** Bid Proposals must be delivered in sealed, opaque and clearly marked with project name & bid number in lower left corner and will be examined promptly after opening and each Bid will be announced to all participating vendors. It is not a practice to award any Bid until the Public Works Director and interested staff members have had ample time to review each Bid Proposal. Award will be made at the earliest possible date. No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date. If the mail is delayed beyond the date and hour set for the Bid Opening, Bid Proposal(s) thus delayed will **NOT** be considered. Bids delivered orally, by email or facsimile are not sealed bids and will not be accepted.
2. **TAXES:** The City pays South Carolina sales tax. The City is exempt from federal excise taxes, and will issue Exemption Certificates as requested. All applicable taxes should be shown as separate line items on the Bid Form.
3. **BASIS OF BID AWARD:** Award of Bid shall be made to the responsive and responsible Bidder meeting the specifications and having the lowest possible cost, consistent with the quality and service needed for effective use. The following criteria will be used in making this determination.
 - A. Cost
 - B. Superior quality and specifications adherence.
 - C. Delivery and/or completion time.
 - D. Guaranties and warranties.
 - E. Company's reputation and financial status, financial statement may be requested.
 - F. Past experience and cost with similar projects.
 - G. Bid does not exceed available funds.
4. **GUARANTEE WITH BID:** To protect the interests of the City, the Bidder guarantees the product offered is new and unused, and that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices. The Bidder also guarantees that the product offered has been manufactured for the use specified in this Bid Document.
5. **BID FORM:** Each Bidder must submit Bid Proposal(s) on the blank forms attached. The Bidder shall sign his Bid correctly and Bid Proposal(s) may be rejected if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind.
6. **NUMBER OF COPIES:** Unless otherwise stated in the Special Instructions section of this Bid Request, submit one (1) copy of Bid on forms attached.
7. **BID CHANGES:** Bids, amendments thereto, or withdrawal requests received after the time advertised for the Bid Opening will be voided regardless of when they were mailed.

8. **SPECIFICATION DEVIATIONS BY THE BIDDER:** Any deviation from this specification **MUST** be noted in detail, and submitted in writing with this Bid proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name should be clearly shown on each document.
9. **SPECIFICATION CHANGES AFTER BID AWARD:** Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of the Public Works Director; otherwise, the responsibility for such changes shall be with the vendor request must be submitted in writing within 30 days of award and before ordering materials requiring approval.
10. **BROCHURES:** Bid Proposal(s) shall include adequate brochures, latest printed specifications, and advertising literature describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis, where applicable.
11. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS:** All changes in specifications shall be posted on the City of Conway website at www.cityofconway.com under Grants and Procurement page as an addendum.
12. **TIE BIDS:** In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in Paragraph 3 in what it considers to be in the best interest of the City.
13. **UNIT PRICING:** Unit pricing will govern over extended prices unless otherwise Stated in the Special Instructions section of this Bid Request. All prices quoted should be firm. In those cases where a firm Bid cannot be made, consideration will still be given to all Bidders. However, those Bidders submitting firm Bids will be given first consideration over those who fail to submit a firm Bid, all other factors being equal. Also, In those cases where a firm Bid cannot be made, all non-firm pricing shall be stated and explained as explicitly as possible, showing escalation factors, stating costs that may increase and the conditions of those increases, such as subcontractor cost increases past on cost, and any other conditions that may apply to cost increases. Also maximum or ceiling pricing should be quoted where possible when Bids contain no-firm prices. Unit pricing shall be the installed price including all costs including but not limited to materials, labor, equipment, taxes & fees.
14. **INFORMATION:** Questions concerning the Bid requirements or specifications shall be directed to:
 - Kevin Chestnut, Public Works Director: 843-222-9301, kchestnut@cityofconway.com
 - Amber Wall, Wall Engineering: 843-488-4180, amber@walleng.com
15. **BID REJECTION OR PARTIAL ACCEPTANCE:** The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and formalities in the Bidding process, as well as to accept in whole or in part such Bid, **as well also as to cut back on quantities**, due to funding or where it deems it advisable in protection of the best interests of the City.
16. **NOTICE OF AWARD:** A *Notice of Intent to Award* will be mailed to all respondents.

17. **PROTEST:** Bidders may refer to Sections 11-35-4210 of the South Carolina Purchasing Policy to determine their remedies concerning this competitive process. The failure to be awarded a bid shall not be valid grounds for protest.
18. **OTHER CHARGES:** Bid prices shall include as separate line items all freight (Transportation) and preparation charges, applicable taxes, and any other applicable charges full prepaid to the point of delivery, so that the Bid price is the total price to be paid for the item(s).
19. **INSPECTION AND ACCEPTANCE:** The persons named below shall conduct Inspection and acceptance:
- | | |
|----------------|------------------------|
| NAME: | TITLE: |
| Kevin Chestnut | Public Works Director |
| Amber Wall | Wall Engineering, Inc. |
20. **PAYMENTS:** The City does not, as a usual course of business, make early or partial payments. The Bidder in his Bid must make any request for early/partial payments prior to the completion of the entire contract or order. Such request will be given due consideration in the awarding of the Bid(s).

SPECIAL INSTRUCTIONS TO BIDDERS

1. Those portions of the General Instructions to Bidders, which pertain solely to equipment, shall not be applicable in this Bid.
2. **PROJECT DESCRIPTION:** The City of Conway requires the contractor to provide all labor, staking, materials, fill, & etc. mobilization, safety measures, including all traffic control, as needed, for the following improvements, as shown on the plans. These improvements will be for the City of Conway Public Works Department. Contractors are all required to visit the job site and ask questions that may be overlooked by the City. Bidders are asked to provide any unknown questions before bidding. Encroachment permits will be obtained by the City of Conway. Some changes may vary from the original drawings, but only with the Public Works Directors and Engineering Firm's approval.
3. **SITE VISIT:** The estimate of the quantity of work is the City's best faith estimate for the job. However, bidder(s) are encouraged and expected to visit the work site to ensure proper measurement of the quantities required. To arrange for a site visit or to seek technical information about the project, bidder(s) should contact Kevin Chestnut, Public Works Director at (843) 248-1730.
Failure of the bidder to view the site will not be grounds for contract changes or adjustments after contract awarded.
4. **PLANS & SPECIFICATIONS:** The Contractor will receive three (3) sets of plans and specifications to complete the work.
5. **CONSTRUCTION STAKE OUT:** All staking shall be the sole responsibility of the contractor.
6. **SUPERINTENDENCE BY CONTRACTOR:** The Contractor shall provide a full time superintendent at the job site acceptable to the Public Works Director. He [Superintendent] shall be fully responsible to maintain the activities of any and all subcontractors on the job, and to respond to job instructions from the Owner.
7. **BARRICADES AND LIGHTING:** The Contractor will provide adequate barricades to properly protect the work and warn pedestrians and drivers as to areas of construction and hazards at night. The Owner and his construction observer shall have the right to require such barricades and lighting as they feel is required if the contractor fails to provide same.
8. **TRAFFIC CONTROL ON PUBLIC STREETS:** The Contractor shall provide adequate warning signs, and where necessary, flagman control traffic flows and movement at construction locations. Where public streets are affected, traffic will be maintained on such public streets at all construction locations and no public street or road shall be blocked completely at any time. The paved areas of all public roads and streets will be sufficiently cleared each night and during other non-working hours to assure safe, two-way traffic. Sufficient lights and after hours supervision will be maintained to assure public safety and excavations in pavements are properly filled and surface smooth. Construction equipment such as excavation machines, loaders, tractors, trucks, pumps, etc., shall be removed from public traffic lanes and paved areas so as to provide a safe and usable area for public traffic.
9. **METHOD:** It is expressly agreed and understood that the Contractor is, in all respects, an independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the SCDOT, City Of Conway Public Works Director, and Public Works Inspector or appointed designee at the delivery/drop location, and that the Contractor is in no respect an agent, servant or employee of the City of Conway. The Bid document indicates the work to be done by the Contractor, but the method to

be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in the instructions, specifications and drawings.

10. **WORK SCHEDULE:** The Contractor shall, upon notice of award, or as otherwise requested, furnish the Owner a job schedule showing the various components of work and the anticipated beginning and completion date for his particular phase of the project.
11. **OTHER UTILITIES:** Telephone lines, power lines and cables may be experienced and should be anticipated. The Contractor shall contact representatives of all utilities to determine the exact locations of all existing facilities and underground utilities and shall make every effort to avoid damage to such. Exploratory hand excavation prior to machine excavation should be done to avoid damage to existing facilities. Contractor must have all utilities located before construction starts. Any issues or complications that might hinder the construction of this project must be brought to the Engineers attention.
12. **WATER and SEWER LOCATES.** Contractor will be responsible for locating all water and sewer locates and responsible for repairs if damaged.
13. **STATE HIGHWAY ENCROACHMENT:** The Engineer will obtain encroachment agreements for all work located in the state highway right-of-way, if required. All operations, trenching, pavement butting and repair will be coordinated with the appropriate public agency where such work affects public property. All requirements of these permits shall be performed by the contractor as though the permits were issued in the name of the contractor. A copy of the permit will be provided to the contractor upon request.
14. **AS BUILT DRAWINGS:** The Contractor shall keep a complete record of variations between contract drawings and specifications requirements and the actual project installation. One set of drawings shall be marked in red by the contractor showing such variations and delivered to the Owner upon completion of the project.
15. **AWARD OF CONTRACT:** Only one contract will be awarded for the specified work. Before awarding a contract the Owner may require the apparent low bidder to qualify himself to be a responsible bidder by furnishing any or all of the following documentary data:
 - A. A financial statement showing assets and liabilities of the company current to date within 30 days of the date of opening of bids or other information satisfactory to the owner.
 - B. A listing of not less than three completed projects of similar scope and nature.
 - C. Permanent name and address of place of business.
 - D. The length of time the organization has been in business under the present name.
 - E. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent.
 - F. The names of members of the firm who hold appropriate trade licenses, together with license numbers.

Payment may be made based on delivery tickets showing actual quantities of materials placed. Contract will be issued in the form of a purchase order incorporating the successful bid. The project will begin within 30 days of signing a contract.

16. **BID BOND/ BID SECURITY:** Each Bid shall be accompanied by a Bid Bond. Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city. Bid security shall be an amount equal to at least (5) percent of the amount of the bid.
17. **PERFORMANCE AND PAYMENT BOND:** To be eligible for consideration, each bidder must be legally licensed under the Laws of South Carolina and submitted bids must comply with all instructions outlined in the drawings and specifications as made on the forms provided in the specifications. Subcontractors and material suppliers are advised that the award of this contract for this project will be based on price, responsiveness, and qualifications and not just price alone. **Performance and Payment bond will be required in the amount equal to one hundred per cent of the contract price therefore, subcontractors and suppliers should be prepared to state the amount and all costs associated must be included in your bid.** The Contractor's timeliness and delivery of quality products shall be monitored by the Public Works Director or appointed designee. If at any time the Contractor is performing less than satisfactory work, the Contractor, upon notification by the Director of Public Works, shall do whatever is necessary to perform the work properly at no additional cost to the City of Conway. Failure to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified. Maintain performance bond through warranty period.
18. **PERFORMANCE PERIOD.** Notice of award to contractor is expected by **DATE: 09/18/2018**
A \$500 per day penalty will be imposed if work is not completed within 180 days of signing contract excluding rainy days that prevent work to be performed.
19. **COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor hereby agrees to abide by applicable Federal, State, County and City laws and regulations. The Contractor and surety shall indemnify, defend and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order or decree whether by itself or its employees. A bidder shall not assign, transfer, convey, sublet, or otherwise dispose of award without prior consent by the City of Conway.
20. **INSURANCE:** The Contractor shall not commence work under this Bid until he has obtained all insurance under this section and the City Administrator and/or the Public Works Director of the City of Conway, South Carolina has approved such insurance coverage.
- A. WORKERS COMPENSATION INSURANCE.** The Contractor shall provide and maintain during the performance of work under this Bid, **Workers Compensation Insurance** in accordance with the laws of the State of South Carolina, on all of its employees by an acceptable insurance company. A certificate of Insurance shall be filed with the City by the insurance carrier showing such insurance to be in force at all times.
- B. LIABILITY INSURANCE.** The Contractor shall provide and maintain during the performance work under this Bid, **Public Liability and Property Damage insurance** in the following amounts, to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this Bid, whether such operations be performed by himself or his employees. The policy or policies shall name the City as an additional insured and shall contain a clause stating that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days' notice in writing.

PUBLIC LIABILITY \$500,000 Per Person/\$500,000 Each Occurrence
PROPERTY DAMAGE \$500,000 Each Occurrence

C. COMPREHENSIVE AUTOMOBILE LIABILITY. The Contractor shall provide and maintain during the performance of work under this Bid, **Comprehensive Automobile Liability Insurance**, including protection for liability arising out of owned, non-owned and hired vehicles. The policy shall be extended to provide contractual coverage for the **Hold Harmless Agreement**, which is part of these Instructions to Bidders. The limits of liability shall be as follows:

BODILY INJURY \$500,000 Per Person/\$500,000 Each Occurrence
PROPERTY DAMAGE \$500,000 each Occurrence

D. HOLD HARMLESS AGREEMENT. The Contractor agrees to save the City and the Engineer. Harmless from any and all claims, demands, actions, debts, liabilities, costs and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to property or of injuries to or the death of any and all persons whatsoever, if in any manner caused or contributed to by the Contractor, his agents, servants or employees while in, upon or about the City property on which the work upon this Contract is to be done, or while going to or departing from the same, and to save the City harmless from and on the account of damages of any kind which the City may suffer as the result of the acts of the Contractor's agents, servants or employees in or about said City; except, however, the Contractor does not agree to save them harmless from their own negligence or acts of City agents, servants or employees.

21. **ASSIGNMENT AND SUB-LETTING:** No assignment of the work under this Bid or any right occurring under this Bid shall be made in whole or in part by the Contractor without the express written consent of the City of Conway. In the event of any assignment, the Assignee shall assume the liability of the Contractor.
22. **NON-DISCRIMINATION:** Bidders must comply with the President's Executive Order nos. 11246 and 11375, which prohibit the discrimination in employment regarding race, creed, color, sex, or national origin.
23. **NONSEGREGATED FACILITIES:** By submission of bid, the bidder certifies that they do not and will not maintain or provide their employees facilities that are segregated on a basis of race, color, creed, or national origin.
24. **PROTECTION OF WORK, PROPERTY AND PERSONS:**
- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and all products to be incorporated therein, whether in storage on or off the site, and property at the site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Contractor shall be responsible for notification to all utility companies.
 - b. The Contractor will comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 – 596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91 –

54). He will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the work may affect them.

- c. The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by him or any of his subcontractors or anyone directly employed by any of them or anyone for whose acts any of them may be liable.
- d. In emergencies affecting the safety of persons or work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby and shall request a change order covering the changes and deviations involved.
- e. **During unseasonable weather, the Contractor shall stop all work when so directed by the Public Works Director. Completed work and stored products shall be suitably protected.**

25. **GRASSING:** All disturbed areas must have a full stand of grass.

26. **MUCKING:** Soils that are required by its engineer to be mucked must be removed from job site. Price to include all labor and transportation.

27. **FILL MATERIAL:** All fill material will be approved by engineering & must meet SCOT minimum standards. Prices to include all labor, transportation, placement & compaction.

28. **MILLING:** No Milling is required for this project.

29. **ASPHALT REPAIR:** All areas disturbed must be patched with a 2" type I Asphalt. Unit prices to include Labor & transportation.

30. **TEMPORARY PAINT & THERMOPLASTIC STRIPPING:** Contractor needs to visit job site in order to be aware of all requirements.

31. **REMOVAL OF EXISTING DRAINAGE STRUCTURE:** The unit price must indicate the removal, disposal and transportation from job site.

32. **REMOVAL OF EXISTING CONCRETE PIPE:** The unit price must indicate the removal, disposal and transportation from job site.

33. **REMOVAL OF EXCESS MATERIAL:** The unit price must be included if necessary for the removal of excess material from the job site.

34. **PROJECT CLOSEOUT:**

- A. Cleaning Up:** The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in the General Conditions.

B. Project Record Documents: The General Contractor shall maintain at the site for the Owner, one copy of all drawings, specifications, addenda, approved shop drawings, change orders and other modifications in good order and marked as "as-built copy" to record all changes made during construction by all contractors. These shall be available to the Owner.

The drawings marked to record all changes made during construction shall be delivered to the Owner upon completion of the work. This set of drawings, specifications, and addenda shall be furnished free to the Contractor for this purpose only. Final payment will not be made to the Contractor until their "as built" portion is completed and delivered to the Engineer.

C. Guarantee: The Contractor guarantees that all work executed under the plans and specifications will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance, two (2) years from final date of acceptance within state right-of-way, and that all defects occurring within that period shall be replaced at no cost to the Owner. Where guarantees or warranties are written in any section for a period of more than one year, such longer terms shall apply. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, be responsible for fulfilling all terms of the guarantee.

D. Certificate of Final Payment: When construction work has been completed and accepted by the Owner, the Contractor must execute a certificate of final payment stating that he has fully paid for all work done in connection with the construction of said project and that the said contractor has fully paid any and all claims of all persons who have furnished to the Owner in triplicate.

35. **EXISTING CONDITIONS:** The Contractor, in submitting a proposal and in signing this contract, acknowledges that he has thoroughly investigated the existing conditions and has examined the plans and specifications, understanding clearly their requirements and the requirements necessary to construct all to completion the improvements contracted for; that he is fully prepared to sustain all losses and damages incurred by the actions of elements; is prepared to provide all necessary tools, appliances, machinery, skilled and unskilled workmen; and all necessary materials to successfully complete the work.

36. **OWNERS INSURANCE:** Notwithstanding any other provision of the CONTRACT DOCUMENTS, Owner shall not be required to obtain insurance coverage other than what it maintains in its normal course of its business as of the date of this contract.

37. **IDENTITY OF ENGINEER:** whenever the General Conditions make reference to ENGINEER, such term shall be understood to mean the authorized representative of Wall Engineering, LLC.

BIDDING ORGANIZATION INFORMATION

BIDDING ORGANIZATION: _____

ADDRESS (Mailing): _____

ADDRESS (Street): _____

PHONE: _____

FAX: _____

E-MAIL _____

**BIDDER'S FEDERAL
IDENTIFICATION NO.** _____

**CITY OF CONWAY
BUSINESS LICENSE NO.** _____

**SIGNATURE OF BIDDER'S
REPRESENTATIVE:** _____

PRINT NAME: _____

TITLE: _____

DATE: _____

*** If a Bidder does not have a business license for the City of Conway, it will be necessary to purchase one in order to be the recipient of this Bid, unless exempted by I.C.C. regulations. Questions pertaining to business licenses should be directed to the Finance Department at (843) 248-1780.**

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered in to this _____ day of _____, 2018 by and between the City of Conway hereinafter called the "Owner" and, _____, Hereinafter called the "Contractor".

WITNESSETH

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish materials, labor, equipment and services, and shall perform all work as described in the specifications prepared by the Owner for Chicora Subdivision Drainage Improvements.

ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for the performance of the work called for under this Contract, in current funds.

- 1. Bid Sheet
- 2. Bid Security/Bid Bond

ARTICLE 3. INSURANCE DOCEMENTS

- A. Workers Compensation _____
- B. Public Liability & Property Damage _____
- C. Comprehensive Automobile Liability _____
- D. Hold Harmless Agreement _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement

This _____ day of _____.

WITNESS

OWNER

WITNESS

CONTRACTOR