



## INVITATION FOR BIDS

IFB Name: Bulkhead Rehabilitation – Conway Marina

Issue Date: April 9, 2018 Bid Due Date: April 30, 2018

Required Project Completion Date: June 30, 2018

## I. INTRODUCTION

Through this solicitation, the City of Conway, South Carolina (the “City”), is seeking competitive bids from qualified firms to remove and replace a 100' section of wooden bulkhead at the City of Conway Marina in accordance with the General Conditions and Specification provided herein. A valid contractor's license issued by the State of South Carolina is required for this project. Experience in the repair and construction of bulkheads/seawalls is also required.

**Point of Contact:** Addison Jarrell  
Parks, Recreation and Tourism Director  
City of Conway Recreation Center  
1515 Mill Pond Road  
Conway, South Carolina 29527  
[ajarrell@cityofconway.com](mailto:ajarrell@cityofconway.com)  
843-248-1740

## II. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

**Pre-Bid Meeting:** Bidders are required to conduct a site visit prior to bidding this project. Site visits can be scheduled by contacting James Hucks at 843-248-1740. No consideration will be given to any claims based on lack of knowledge of existing conditions.

- ❖ Questions or requests for interpretation should be submitted in writing or by email to Addison Jarrell, PRT Director, no later than 5:00 pm on April 20, 2018. Questions received before the deadline will be answered via an addendum posted on the City's website, [www.cityofconway.com/departments/procurement](http://www.cityofconway.com/departments/procurement). Questions received after the deadline will not be answered. If an addendum is issued, bidders must acknowledge receipt of the addendum with their bid. The City of Conway will not be responsible for any other explanations or interpretations. The City of Conway reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.
- ❖ The deadline for submission of bids is 2:00 pm on April 30, 2018. Bids must be in a sealed envelope, clearly marked “City of Conway Bulkhead Project” and delivered to Addison Jarrell, Parks, Recreation and Tourism Director, City of Conway Recreation Center, 1515 Mill Pond Road. Two (2) hard copies of the bid are to be provided. Bids received after the deadline will not be accepted. Emailed and faxed bids will not be accepted. Proposals may be rejected if any omissions, alteration of form, unrequested additions, or any irregularities of any kind are shown. Bids shall remain valid for not less than ninety (90) calendar days from the date of the bid opening.
- ❖ Bid security in the amount of at least five percent (5%) of the proposed contract price is required and **MUST BE SUBMITTED WITH THE BID.** Bid security shall be a bond provided by a surety company authorized to do business in this state, equivalent in cash, or

otherwise supplied in a form satisfactory to the City. **PERSONAL OR COMPANY CHECKS ARE NOT ACCEPTABLE.**

Failure to satisfy this requirement will result in the bid being declared non-responsive and removed from further consideration.

- ❖ A bidder may correct, modify, or withdraw a bid by written notice received by the City prior to the date and time set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Bid Modification – Conway Bulkhead Project." A bidder may not change any provision of his bid after the bid opening has been conducted.
- ❖ The bid opening will be held at 2:00 p.m. on April 30, 2018, in the Administrative Office of the Conway Recreation Center, 1515 Mill Pond Road. The bids will be publicly opened and the names of the bidders and bid amounts will be read aloud.
- ❖ The City reserves the right to reject any or all proposals and to waive technicalities and formalities in bids as well as to accept in whole or in part such bid where it deems advisable in protection of the best interest of the City. The City shall be the sole judge as to whether bids submitted meet all requirements contained in this solicitation. The City also reserves the right to reject the submission offered by any bidder who has not met the prerequisites in the Invitation for Bids; who has previously failed to perform properly or complete on time contracts of a similar nature; or who is, in the opinion of the City, not in a position to perform the contract.
- ❖ It is understood that, except as otherwise specifically stated, the contractor shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work. Permits and licenses (including City of Conway business license) necessary for the execution of the work shall be secured and paid for by the contractor.
- ❖ Compliance with all applicable City of Conway policies and regulations shall be required while on City property, including policies regarding the use of tobacco, weapons, and drugs. No work shall interfere with regular City business activities or environment without permission from the City Administrator. Construction work on Sundays is prohibited by City Ordinance.
- ❖ The contractor agrees to hold the City harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the owner of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the contractor. Within three days after notification of award and prior to the commencement of work, the contractor shall furnish to the City certificates for all required insurance coverage, including worker's compensation, premises liability and general liability. The City of Conway shall be named as an additional insured on all liability policies and the City must be provided thirty (30) days' notice prior to cancellation, modification or reduction in limits of any stipulated insurance.
- ❖ Worker's compensation shall include a minimum limit of \$100,000 and comprehensive general liability coverage shall provide a minimum limit of liability of \$1,000,000 per occurrence.

- ❖ Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the bid solicitation or award of this contract may protest to Addison Jarrell, Director of Parks, Recreation and Tourism. The protest must be submitted in writing no later than fourteen (14) days after the acceptance of the bid. The PRT Director will consult with the City Administrator to try and resolve the issue. If the protest is not resolved by mutual agreement, a decision will be issued in writing within ten (10) days after the last meeting to reach an agreement. If all attempts have failed to resolve the disagreement, the protestor has the right to bring the issue to City Council.
- ❖ Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.
- ❖ A signed contract between the City and the contractor must be in place prior to the commencement of any work.
- ❖ The City will not be responsible for any change in the work involving extra cost unless written approval is given by the City Administrator before such work is begun.
- ❖ All applications for payment shall be submitted in duplicate, signed by the contractor and mailed to:
  - Director of Parks, Recreation and Tourism
  - City of Conway
  - PO Box 1075
  - Conway, SC 29528

### III. SCOPE OF WORK

During routine monitoring and inspection of the condition of the Conway Marina bulkhead, it has become apparent that there is soil loss due to erosion behind one section of the bulkhead wall. Subsequently, it was recommended that the failing section of bulkhead be removed and replaced.

The project consists of the following:

**Removal and replacement of a section of the wooden bulkhead approximately 100' in length.** The replacement section of bulkhead is to be approximately 7.5' in height and is to be constructed of the materials listed below. If the length of bulkhead that must be removed and replaced exceeds the length stated, the change order price will be calculated using an average foot price based on the bid.

- 6" x 6" x 16' poles, spaced every 5.5" on center
- 6" x 6" walers (three)
- 2" x 8" x 12' v-groove sheeting
- 8" x 10' deadman pilings (two per piling)
- 5/8" x 15' galvanized tie back rods (two per piling)
- 5/8" x 16" galvanized nuts, bolts and washers
- 3" stainless steel decking screws for fastening the cap
- filter cloth
- fill dirt as needed

**Clean-Up.** Upon completion of the project, surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, are to be removed from the immediate and adjacent areas and disposed of appropriately. Evidence of bulkhead replacement is to be eliminated to the greatest extent possible.

**Guarantee/Warranty:** The bidder shall unconditionally guarantee materials and workmanship for ten (10) years from date of project completion. If, within the guarantee period, any defects occur which are due to faulty material and/or workmanship, the contractor, at his expense, shall repair or replace the materials or adjust the condition to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as designated by the City so as to cause the least disruption in City operations.

**REQUIRED PROJECT COMPLETION DATE: JUNE 30, 2018**



## **REQUIRED FORMS CHECKLIST**

- \_\_\_\_\_ Signed Bid Proposal Form
- \_\_\_\_\_ References Form
- \_\_\_\_\_ Bid Bond
- \_\_\_\_\_ Indemnification Form
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Copy of Required License
- \_\_\_\_\_ Insurance Documents
- \_\_\_\_\_ Acknowledgement of Addenda (if any)



## BID PROPOSAL

### Bid for removal and replacement of wooden bulkhead – Conway Marina

I/we, the undersigned, are pleased to submit a not to exceed bid amount of \$\_\_\_\_\_ for the above referenced project. The following is a breakdown of the proposed fees based upon this request for proposal.

**Removal and replacement of a section of the wooden bulkhead approximately 100' in length, approximately 7.5' in height and constructed of the following materials:**

- 6" x 6" x 16' poles, spaced every 5.5" on center
- 6" x 6" walers (three)
- 2" x 8" x 12' v-groove sheeting
- 8" x 10' deadman pilings (two per piling)
- 5/8" x 15' galvanized tie back rods (two per piling)
- 5/8" x 16" galvanized nuts, bolts and washers
- 3" stainless steel decking screws for fastening the cap
- Filter cloth
- Fill dirt as needed
- Clean-up
- 10 year guarantee/warranty on materials and workmanship

Material Price \_\_\_\_\_  
 Labor \_\_\_\_\_  
 Total Bid Amount \_\_\_\_\_

**NOTE: If the length of bulkhead that must be removed and replaced exceeds the length stated, the change order price will be based on average foot price as quoted above.**

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Company Name \_\_\_\_\_ License # \_\_\_\_\_

Company Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_ Email Address \_\_\_\_\_



## REFERENCES

**(This form MUST be returned with your bid)**

Bidders must submit a complete list of all jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers. Attach additional sheets if necessary.

Bidder: \_\_\_\_\_

Firm: \_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Description and date(s) of project and service provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Description and date(s) of project and service provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

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

Fax: \_\_\_\_\_

Description and date(s) of project and service provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**SAMPLE BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, the undersigned, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_  
as Surety, are hereby held and firmly bound unto, as Owner, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_), for the payment of which, well and truly to be made, we hereby jointly  
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The condition of the above obligation is such that, whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain Bid, attached hereto and hereby made a part  
hereof into a contract in writing, for the \_\_\_\_\_.

NOW, THEREFORE:

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract properly  
executed and shall in all other respects perform the agreement caused by the acceptance of  
said Bid, then this obligation shall be void, otherwise the same shall remain in force and  
effect; it being expressly understood and agreed that the liability of the surety for any and  
all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein  
stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and  
its bond shall be in no way impaired or affected by any extension of the time within which the  
Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,  
and such of them as are corporations have caused their corporate seals to be hereto affixed and  
these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.) PRINCIPAL

\_\_\_\_\_, SURETY

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

SEAL



## INDEMNIFICATION FORM

**(This form MUST be returned with your bid)**

The **Contractor** will indemnify and hold harmless the **City of Conway** and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the **Work** provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused by any negligent or willful act or omission by the Contractor, and anyone directly or indirectly employed by him or anyone for whose acts any of them may be liable.

In any and all claims against the City of Conway or any of its agents or employees by an employee of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way to the amount or type of damages, compensation or benefits payable by or for the Contractor under the Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to the liability of the City of Conway or its agents or employees arising out of the reports, survey, change orders, designs, or specifications.

BIDDER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_



## NON-COLLUSION AFFIDAVIT

**(This form MUST be returned with your bid)**

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He further says that no person or persons, firms, or corporation will or has received, directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID ARE TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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(Name of Organization)

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(Title/Printed Name of Person Signing)

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(Signature)

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(Printed Name)

### ACKNOWLEDGEMENT

Sworn to and subscribed before this \_\_\_\_\_ day  
of \_\_\_\_\_, 2018.

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Notary Public for South Carolina

My Commission Expires \_\_\_\_\_



## ACKNOWLEDGEMENT OF ADDENDA

**(This form MUST be returned with your bid)**

The receipt of all addenda through and including the following  
is hereby acknowledged:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_