



**CITY OF CONWAY  
SOUTH CAROLINA**

**BID PACKAGE: 7-2018  
Fill Material and Top Soil**

**Fill material and Top Soil**

**BID OPENING:  
2:00 PM at Conway Public Works Complex  
2940 Jerry Barnhill Blvd Conway SC  
Thursday, July 12<sup>th</sup>, 2018**

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CITY OF CONWAY  
PUBLIC WORKS DEPARTMENT

Bid Package  
Fill Material and Top Soil

**BID NO: Fill Material and Top Soil – 7-2018**

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City of Conway, South Carolina  
Public Works Department

Sealed Bids for Fill Material & Top Soil for the City of Conway, per specifications, subject to the conditions and provisions set forth in the attached Bid Package, will be received at this office until 2 p.m., Thursday, July 12<sup>th</sup>, 2018 then publicity opened and read aloud. The commodities and/or services must be furnished as described and specified in the package.

PLEASE ADDRESS MAILED BIDS TO:

**Attn:**

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

**Physical Address:**

**Public Works Director  
City of Conway – Administration Building  
Public Works Complex  
2940 Jerry Barnhill Blvd.  
Conway SC 29527  
Attention: Kevin Chestnut**

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

**BID NUMBER:      Fill Material & Top Soil 7-2018**

## 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 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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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.
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 must be included in each line item on the Bid Form.**
3. **BASIS OF BID AWARD:** Bid Award 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. Superior quality and specifications adherence.
  - B. Loading performance & Timing
  - C. Location relative to City of Conway City limits
4. **GUARANITY WITH BID:** To protect the interests of the City, the Bidder guarantees the material is free of unsuitable material such as rock, asphalt, cement and roots, etc.
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. **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 should 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 passed on at 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.

9. **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.
10. **INFORMATION:** Questions concerning the Bid requirements or specifications should be directed to:

Mr. Kevin Chestnut  
Public Works Director  
2940 Jerry Barnhill Blvd  
Conway, SC 29527  
(843) 248-1730

11. **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 or Bids where it deems it advisable in protection of the best interests of the City.
12. **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).
13. **INSPECTION AND ACCEPTANCE:** The persons named below shall conduct Inspection and acceptance:

**NAME:**  
Kevin Chestnut  
Braxton Fleming  
Kent Bitting

**TITLE:**  
Public Works Director  
Warehouse Clerk  
Utilities Superintendent

The City of Conway, will have the absolute authority to accept or reject the item(s) for the City.

## SPECIAL INSTRUCTIONS TO BIDDERS

Those portions of the General Instructions to Bidders, which pertain solely to equipment, shall not be applicable in this Bid.

1. **STATEMENT OF WORK.** The City Of Conway request the Contractor or Owner to provide all material requested for the **next 24 months** at prices quoted.
2. **CONTRACT AWARD.** Only one contract will be awarded for the specified material. Payment will be made based on delivery tickets showing actual quantities of materials placed in City trucks.
3. **METHOD.** It is expressly agreed and understood that the Contractor/ Owner is, in all respects, and independent contractor as to work; however, in certain aspects, the Contractor is bound to follow the directions of the Public Works Director 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 material to be provided by the Contractor/Owner, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in the instructions, specifications.
4. **PERFORMANCE.** The Contractor/Owner's timeliness and delivery of quality products shall be monitored by the Public Works Director or appointed designee. **If at any time the Contractor/Owner is providing less than satisfactory material, the Contractor, upon notification by the Director of Public Works, shall do whatever is necessary to provide the proper materials at no additional cost to the City of Conway. Failure to give such notification shall not relieve the Contractor/Owner of this obligation to deliver the material at the time and in the manner specified.**
5. **PERFORMANCE PERIOD.** Delivery shall start no earlier than **July, 2018 and run until June 30<sup>th</sup>, 2020.**
6. **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.

The City will be requesting **FILL DIRT MATERIAL** for a period of twenty- four (24) months from date of awarding contract. The amount and volume of material needed for drainage, utilities and landscaping projects is unknown and will vary from project to project, throughout the year. The Contractor will be required to load all trucks when needed with a 24 hour notice. In no way will the City of Conway employee enter equipment of others to load trucks and fill out tickets for material.

## STATEMENT OF MATERIAL SPECIFICATIONS

1. The Contractor/Owner is solely responsible for safety in all project areas.
2. The Contractor/Owner shall be responsible for placing into the City Of Conway trucks the following material when needed.
  - A. Fill Material – Fill to be used for drainage, utilities and landscaping projects. Material must be of stable nature in that when compacted it will resist erosion and be capable of supporting vehicles and equipment.
  - B. Top Soil – Material to be used on drainage, utilities and landscaping projects. Material must consist of a friable material, containing no grass roots, tree roots, stumps and having the properties of being comparatively porous, capable of growing grass.

**CITY OF CONWAY  
BID FORM**

We \_\_\_\_\_, submit herewith our Bid Form in response to Bid Request, Fill Material and Top Soil 8-2018, and in compliance with the specifications hereto.

<u>Line</u> <u>Item No.</u>	<u>Description</u>	<u>Pit Location</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>
A.	Regular Fill Material	_____	CU. YD	\$ _____
C.	Top Soil	_____	CU. YD	\$ _____

**Show any exception,** deviation, extra computation, or information on an additional sheet of paper and attach it to your Bid. In compliance with the Invitation to Bid, and subject to all conditions thereof, the undersigned agrees, if this Bid is accepted within 30 days from the date of opening, to furnish any and all item(s), unless otherwise specified starting July,2018 through June 30, 2020 after issuance to proceed by the City of Conway.

NAME OF BUSINESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**BIDDING ORGANIZATION INFORMATION**

**BIDDING ORGANIZATION:**

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**ADDRESS (Mailing):**

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**ADDRESS (Street):**

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**PHONE:**

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**FAX:**

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**E-mail**

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**BIDDER'S FEDERAL  
IDENTIFICATION NO.**

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**SIGNATURE OF BIDDER'S  
REPRESENTATIVE:**

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**PRINT NAME:**

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**TITLE:**

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**DATE:**

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**THE ATTACHED DOCUMENTS WILL BE USED AFTER  
AWARDING CONTRACT.**

**CONTRACT FOR MATERIALS**

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/Owner"

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.

**ARTICLE 2. THE CONTRACT PRICE**

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

- 1. Bid Sheets

IN WITNESS WHEREOF, the parties hereto have executed this agreement

This \_\_\_\_\_ day of \_\_\_\_\_ 2018.

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_  
Mr. Kevin Chestnut, Public Works Director  
City of Conway

CONTRACTOR/OWNER:

\_\_\_\_\_