



**CITY OF CONWAY
SOUTH CAROLINA**

**BID PACKAGE: 02-2019
SIDEWALK IMPROVEMENTS: 02-2019**

**SIDEWALK REPAIRS & IMPROVMENTS
CITY OF CONWAY**

4" SIDEWALK, 6" DRIVEWAYS, CURB & GUTTER

**BID OPENING: 3:00 PM
Friday, February 8th, 2019**



PUBLIC WORKS DEPARTMENT

Bid Package

4" SIDEWALK, 6" DRIVEWAYS, CURB AND GUTTER

SIDEWALK IMPROVEMENTS 02/08/2019

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PUBLIC WORKS DEPARTMENT

Sealed Bids for the repair & improvements of 4” sidewalk, 6” driveways, 18”, 24” & 36” curb & gutter as needed for various projects for the City of Conway, subject to the conditions and provisions set forth in the attached Bid Package, will be received at this office until 3 p.m., Friday, February 8th, 2019 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
Phone # 843-248-1730

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

BID NUMBER: Sidewalk Improvements - 02 - 2019

Thank you.

Signed: _____
Public Works Director

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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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 unit prices must include sales tax.**
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.
 - Bid price
 - Superior quality and specifications adherence.
 - Adequate maintenance and service.
 - Delivery and/or completion time.
 - Guaranties and warranties.
 - Company's reputation and financial status
 - Past experience and cost with similar or like equipment or service.
 - Anticipated future cost and experience.
 - Performance of Bidder's equipment in hands of other agencies, plants, and firms.
 - Estimated quantities used in past 18 months.
4. **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.
5. **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.
6. **SPECIFICATION CHANGES AFTER BID AWARD** Any changes in specifications after the Purchase Order/Contract has been awarded must be with the written consent of Public Works Director; otherwise, the responsibility for such changes shall be with the vendor.

7. **SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS** All changes in specifications shall be in writing and furnished to all Bidders. Verbal information obtained otherwise will **NOT** be considered in the awarding of Bids.
8. **NUMBER OF COPIES** Unless otherwise stated in the Special Instructions section of this Bid Request, submit one (1) copy of Bid on forms attached.
9. **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.
10. **DELIVERY LOCATION** Unless otherwise stated in the Special Instructions, delivery shall be made to the following location:

Mr. Kevin Chestnut
Public Works Director
City of Conway
2940 Jerry Barnhill Boulevard
Conway, SC 29527

11. **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.
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. **INFORMATION** Questions concerning the Bid requirements or specifications should be directed to:

Mr. Kevin Chestnut
Public Works Director
P.O. Drawer 1075
Conway, SC 29527
(843) 248-1730

14. **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.

15. **INSPECTION AND ACCEPTANCE** The persons named below shall conduct inspection and acceptance:

NAME:

Mr. Kevin Chestnut

TITLE:

Public Works Director

After repairs or construction, the designated personnel will make an inspection. They will have the absolute authority to accept or reject the work for the City.

16. **PAYMENT.** Invoices received by the 25th of the month will be paid by the 10th of the following month.

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. **STATEMENT OF WORK.** The City of Conway requires the contractor to provide all labor, materials, transportation; safety measures including traffic control, and dispose of all excavated material as needed for the following improvements. These improvements will be for the City of Conway Public Works and Public Utilities departments. These improvements will be performed mainly after water; sewer and drainage repairs have been made. There may be some new sidewalk and curb and gutter projects added during the contract period. **There may also be projects that are funded by HUD Entitlement grants and the successful bidder will have to conform to all Federal Requirements involving the Department of Labor (Davis Bacon Act).**
 - a. Demo, removal, disposal and replacement of 4 inch sidewalk.
 - b. Demo, removal, disposal and replacement of 6 inch drive/sidewalk
 - c. Demo, removal, disposal and replacement of 12, 18, 24 and 36 inch curb and gutter
 - d. Fine grading and replacing of 4 inch sidewalk
 - e. Fine grading and replacing of 6 inch drive/sidewalk
 - f. Fine grading and replacing of 12, 18, 24 & 36 inch curb and gutter
 - g. Grading and installation of new 4 inch sidewalk
 - h. Grading and installation of new 6 inch drive/sidewalk
 - i. Grading and installation of new 12, 18, 24 and 36 inch curb and gutter
 - j. Detectable Warning Device, Type DW 1, Color Gray – wet inset
3. **LICENSE REQUIREMENT.** The successful bidder will be required to purchase a City of Conway business license and submit a current Certificate of Insurance listing the City of Conway as additional insured. The successful bidder is required to have a **General Contractor's License with a Concrete or Concrete Paving Classification.** License holder must be employed with the successful bidder. You may contact the SC Labor and Licensing Board at 803.896.4300 or www.llr.state.sc.us for more information on this license.
4. **TIME AND SCHEDULE.** The successful bidder must respond within 10 calendar days when called, respond within 24 hours when called for emergency repairs and must be located within a reasonable distance of Conway. There will be certain areas that will be removed by others and cannot be replaced until repairs are made by others.
5. **TREE PROTECTION.** Contractor will need to make sure that all trees are protected and not damaged during construction. If damage occurs, the contractor will be liable for such damages.
6. **IMPROVEMENT LOCATIONS.** The areas of improvements will be “as-needed” and identified by the City Conway.
7. **CONTRACT AWARD.** This contract will be awarded to one vendor. However, the City may bid similar work under a separate contract as part of a comprehensive project that involves more than concrete work.
8. **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 Public Works Director or appointed designee at the time of repair or construction, 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.

9. **PERFORMANCE.** 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.
10. **PERFORMANCE PERIOD: February 8, 2019 through January 31, 2021.**
11. **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.
12. **CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.** The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered unless at least fifteen (15) days prior written notice has been given to the Owner."
 - a. **Compensation Insurance.** The Contractor shall procure and shall maintain during the life of this Contract, including the entire period of the Contractor's Warranty, Workers' Compensation Insurance for all of the employees engaged or to be engaged in work on the project under this Contract; and in any case such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees engaged or to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Policy for the protection of such of his employees not otherwise protected.
 - b. **Public Liability, Property Damage, and Automobile Liability Insurance.** The Contractor shall take out, and maintain during the life of this Contract, including the entire period of the Contractor's Warranty, Comprehensive General Liability Insurance, including products and completed operations, XC and U coverage; the ISO Broad form General Liability endorsement or its equivalent thereof; Automobile Liability Insurance; and such other insurance as the City of Conway shall direct as shall protect the City of Conway and any subcontractor performing work covered by this Contract from claims for damage for personal injury, including accidental death, as well as from claims for property damage,

which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by them.

13. The Owner shall be listed as an additional insured on all such policies and certificates of insurance. The amount of such insurance shall be as follows:
 - a. Bodily Injury Insurance in the amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.
 - b. Property Damage Insurance in the amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of twelve (12) months:
 - (1) For bodily injury, including accidental death, to any one person in an amount not less than \$1,000,000 and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.
 - (2) For property damage in an amount not less than \$1,000,000 for any one damage claim and in an aggregate amount up to \$2,000,000 during a period of twelve (12) months.
 - (3) Owner's Protective Liability Insurance: The Contractor shall provide a policy issued in the name of the Owner for liability and property damage in the same amounts as required for the Contractor.
 - (4) Umbrella Policy: Umbrella coverage shall be obtained, if required, to provide for an increase in basic policy coverage to an amount not less than **\$2,000,000**.
 - (5) Builder's Risk or Installation Floater Insurance (Fire and Extended Coverage): The Contractor shall insure all work against loss or damage by fire and against loss or damage covered by the standard extended coverage insurance endorsement, and the amount of the insurance at all times shall be at least equal to the amount paid on account of work and materials. The policies shall be in the names of the Owner and the Contractor as their interest may appear.
 - (6) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with certificates showing satisfactory proof of carriage of the insurance required before commencing work in this Contract. Certificates of insurance for subcontractors are not required to be submitted to the Owner.
 - (7) Scope of Insurance; Hold Harmless and Indemnification Agreement: The insurance required under subparagraphs (b), (c) and (d) hereof shall provide protection for the Contractor and his subcontractors, respectively, as well as the Owner, against damage claims which may arise in any way from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him. Contractor hereby agrees to indemnify the City of Conway, its independent Contractors, agents, employees, or indemnities against liability for damages arising out of bodily injury or property damage proximately caused by, or resulting from, the negligence of Contractor, its agents, employees, subcontractors, or indemnities.

Contractor shall provide proof of insurance in the amount set forth above, which includes an appropriate endorsement showing the City of Conway, as an alternate loss payee under the terms of the policy or policies.

14. **ASSIGNMENT AND SUB-LETTING.** The successful bidder is to perform the work detailed in the documents. No subcontracting of concrete work will be allowed to ensure quality and performance of work.
15. **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.
16. **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.
17. **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.
 - 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.
18. **GUARANTY.** The Contractor shall warrant and guarantee for a period of one year from the date of final acceptance that the completed work is free from all defects due to faulty products or

workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the owner may do so and charge the Contractor the cost thereby incurred.

19. **BONDING.** Bid and Performance bond will not be required on this contract. The successful bidder must be able to bond a particular portion, section, all or part in the amount not to exceed \$500,000 in the event the City Of Conway deems necessary. **The Performance Bond shall remain in full force and effect through the guarantee period.**

**STATEMENT OF WORK
SPECIFICATIONS AND DRAWINGS**

1. The Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of completion of sidewalk being replaced. During the construction period, the work area shall be secured and adequate warning notices to the public must be erected to ensure the safety of the traveling and walking public.
2. The Contractor is solely responsible for safety in all project areas. The Contractor shall erect such barricades and provide other traffic control measures, such as flagmen, as may be necessary to ensure the safety of the public.

3. **SPECIFICATIONS:**

a. Concrete

- 4" Sidewalk – SCDOT Class B.
- 6" driveway – SCDOT Class A.
- Curb and gutter – SCDOT Class A.
- Performed joint filler – Shall be no extruding and resilient bituminous type and should perform to the requirements of ASIM Designation D 1751.
- All material shall be certified by the producer or manufacture that the furnished materials meet the specific requirement of the specifications.
- Concrete must meet all SCDOT Standards.
- Expansion material must meet all SCDOT Standards.
- Handicap detectable warning shall be SCDOT standard details – dwg 720-905-01, 02720-910-01 & 720-910-03, Wet Inset – Color Gray.

b. Workmanship

(1) Subgrade Condition

- The finished subgrade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to placing of the concrete shall be restored at the Contractor's expense. The subgrade shall be moist at the time the concrete is placed. Water shall be uniformly applied ahead of the pouring operations as directed by the Engineer. Large boulders and other obstructions shall be removed to a minimum depth of 6-inches below the finished subgrade elevation, and the space shall be backfilled with sand, base course material or other material or suitable material which shall be thoroughly compacted by rolling or tamping.
- The subgrade shall be accurately trimmed to the required elevation with a ¼-inch tolerance. High areas shall be trimmed to proper elevation. Low areas may be filled with suitable material and compacted to the specified density or filled with concrete integrally with the placing of the pavement.

- (2) Setting Forms: The forms shall be accurately set to line and grade and such that they rest firmly, throughout their entire length upon the compacted subgrade surface. Forms shall be joined neatly and tightly and braced to resist the pressure of the concrete and the

finished operations. The alignment and grade of all forms shall be approved before and immediately prior to the placing of concrete.

- (3) Slipforming: The slipforming method will be allowed, provided that an acceptable finished product, true to line, grade, and cross section is consistently produced.
- (4) Mixing Concrete: Concrete shall be mixed in accordance with the requirement of Section 03000.

c. Installation

(1) Placing concrete:

- The concrete shall be distributed on the subgrade to such depth that, when it is consolidated and finished, the thickness required by the drawings will be obtained at all points and the surface will at no point be below the grade specified for the finished surface. The concrete shall be deposited on the subgrade in a manner which will require as little rehandling as possible. Placing of the concrete shall be continuous between transverse joints, without the use of intermediate bulkheads.
- Reinforcement shall be placed as shown on the drawings shall be maintained at this location during the placing and finishing operation.
- Concrete shall be thoroughly consolidated against and along the faces of all forms by means of vibrators. Vibrators shall not be permitted to come in contact with the subgrade or a side form. Vibration at any one location shall not continue so long as to produce puddling or the accumulation of excessive grout on the surface. In no case shall the vibrator be operated longer than 15 seconds in any one location.

- (2) Striking-off, Consolidating and Finishing Concrete: Immediately after the placing, the concrete shall be struck off, consolidated and finished, to produce a finished product conforming to the existing area and or required by the drawings, Specifications and Instructions.

(3) Straightening and Surface Corrections:

- After floating has been completed and the excess water removed, but while the concrete is still in a plastic state, the surface of the concrete shall be tested for trueness with an accurate 10-foot straightedge. The straightedge shall be furnished by the Contractor. The straightedge shall be held in successive positions parallel to the walk center line, in contact with the surface, and the whole area tested from the side of the slab to the other as necessary. The advance along the walk shall be in successive stages of not more than one-half the length of the straightedge. Any depressions shall be immediately filled with freshly mixed concrete and struck-off consolidated and refinished. High areas shall be out down and refinished. Straightedge testing and surface correction shall continue until the entire surface appears to conform to the required grade and cross section. All surface irregularities exceeding $\frac{1}{4}$ inch in a 10 foot shall be corrected.

(4) Final Finish: As soon as the water sheen has disappeared and just before the concrete becomes non-plastic, all edges, including expansion joint edges, shall be finished with an edging tool having a radius of $\frac{1}{4}$ inch, finally the top shall be given a light broom finish perpendicular to the forms.

(5) Joints:

- Transverse Construction Joints: Transverse construction joints shall be constructed at the end of all pours and at other locations where the pouring, operation are stopped for as long as 30 minutes. Construction joints, however, shall not be placed within five feet of any other transverse joint or of either end of a section of walk. If sufficient concrete has not been placed to form a slab at least five feet long, the excess concrete, back to the last preceding joint, shall be removed. The joints shall be formed by placing perpendicular to the profile and center line of the walk. Construction joints shall have tooled edges with a $\frac{1}{4}$ inch radius.
- Transverse Contraction Joints: Transverse contraction joints shall be formed at five foot intervals and shall consist of planes of weakness created by an edging tool. The cut in the fresh concrete shall be perpendicular to the surface of the walk, shall extend to a depth of $1\frac{1}{2}$ inch below the top surface and shall have $\frac{1}{4}$ inch radius.
- Transverse Expansion Joints: One half-inch expansion joints shall be formed by placing performed joint filler around all structures and at intervals not exceeding 100 feet.

(6) Form Removal: After the concrete has sufficiently set a minimum of 12-hours, the Contractor shall remove the forms and shall backfill the space on each side. The earth shall be compacted and graded in a satisfactory manner without damage to the concrete work. Honeycombs shall be filled with sand cement mortar. Plastering will not be allowed on the face of the walk. Rejected walk shall be removed and replaced without additional compensation.

**CITY OF CONWAY
 BID FORM**

We _____ submit herewith our Bid Form in response to contract for Sidewalk repairs and improvements from February 08, 2019 through January 31, 2021, and in compliance with the specifications and drawings attached hereto, for Repairs to sidewalk, driveways, curb & gutter.

<u>Line</u> <u>Item#</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Demo, removal and replacement 4" Sidewalk	SF	\$_____
2.	Demo, removal and replacement 6" Sidewalk/Driveway	SF	\$_____
3.	Demo, removal and replacement		
	12" Curb & Gutter	LF	\$_____
	18" Curb & Gutter	LF	\$_____
	24" Curb & Gutter	LF	\$_____
	36" Curb & Gutter	LF	\$_____
4.	Fine grading and replacing		
	4" Sidewalk	SF	\$_____
	6" Sidewalk/Driveway	SF	\$_____
	12" Curb & Gutter	LF	\$_____
	18" Curb & Gutter	LF	\$_____
	24" Curb & Gutter	LF	\$_____
	36" Curb & Gutter	LF	\$_____
5.	Grading & Installation of New 4 inch Sidewalk	SF	\$_____
6.	Grading & Installation of New 6 inch Sidewalk/Driveway	SF	\$_____
7.	Grading & Installation of New		
	12 inch Curb & Gutter	LF	\$_____
	18 inch Curb & Gutter	LF	\$_____

	24 inch Curb & Gutter	LF	\$_____
	36 inch Curb & Gutter	LF	\$_____
8.	Handicap Ramp - In Sidewalk	SF	\$_____
9.	Handicap Ramp - In Intersection	SF	\$_____
10.	Detectable Warning Type DW1	SF	\$_____

Note: Prices to be firm through January 31, 2021. Work to be performed on an “as needed” basis during the year. When contacted to perform work, contractor must be able to commence work within 10 calendar days and respond within 24 hours for emergency repairs.

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 items, unless otherwise specified after issuance to proceed by the City of Conway.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

TITLE: _____

COMPANY NAME: _____

BIDDING ORGANIZATION INFORMATION

BIDDING ORGANIZATION: _____

ADDRESS (Mailing): _____

ADDRESS (Street): _____

PHONE: _____

FAX: _____

E-mail _____

BIDDER'S FEDERAL IDENTIFICATION NUMBER _____

CITY OF CONWAY BUSINESS LICENSE NUMBER _____

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 ICC regulations. Questions pertaining to business licenses should be directed to the Finance Department at (843) 248-1780.**

TERMS AND CONDITIONS

1. **MODIFICATION OF AGREEMENT.** No modification of this order shall be binding upon the Buyer unless made in writing and signed by the Buyer and/or Public Works Director.
2. **DELIVERY.** Delivery must be effected within the time agreed upon, but neither Party shall be liable for any default hereunder due to foreseeable contingencies beyond its control and without its fault or negligence. Seller's default shall not be excused unless written notice of any such contingency is given to the Buyer within five (5) days of the time that Seller first receives knowledge of the occurrence thereof.
3. **WARRANTIES.** Seller warrants that all articles, materials, and work will conform with applicable drawings, specifications, samples, and/or other descriptions given to Seller, and will be free from defects. Without limitation of any rights, which Buyer may have at law by reason of any breach of warranty, goods which are not as warranted may be returned at Seller's expense at any time within nine (9) months after delivery, for either credit or replacements, as Buyer may direct.
4. **OVERSHIPMENTS.** Material shipped in excess of quantity ordered may be returned at Seller's expense.
5. **MATERIAL, EQUIPMENT, AND INSURANCE.** Unless otherwise specified, Seller is to supply all material and equipment required to execute this Order. Any material, which Buyer may furnish, on other than a charge basis, will be consignment, and Seller shall pay for such material spoiled by Seller, or not otherwise satisfactorily accounted for. All material and equipment furnished by Buyer shall be protected against loss or damage by insurance acceptable to Buyer.
6. **OUR DESIGN.** Buyer retains all rights to designs and drawings furnished Seller in confidence in connection with this Order, and no such design or drawing shall, without Buyer's written permission, be incorporated in, or used in connection with goods furnished to others.
7. **CANCELLATION.** Either party may cancel this Order in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.
8. **PATENT GUARANTEE.** Seller shall, with respect to any device or composition of Seller's design or Seller's standard manufacture, indemnify and hold harmless the Buyer, its customers and agents from costs and damages as finally determined by any court of jurisdiction for infringement of any United States Letters of Patent, by reason of the sale or normal use of such device or composition, provided that Seller is promptly notified of all such actual or potential infringement suits, and is given full and exclusive control of the defense thereof by Buyer.
9. **CHANGES IN DRAWINGS, SPECIFICATIONS.** Buyer reserves the right to make changes in the drawings and specifications relating to this Order. If any such change causes a substantial variation in the cost of furnishing the goods covered hereby, the price of such goods shall be varied in the same ratio. Any claim hereunder shall be asserted promptly.

10. **TERMINATION.**

- a. The Buyer may terminate work under this Order in whole or in part at any time by written or telegraphic notice. Such notice shall state the extent and effective date of such termination and, upon receipt thereof, the Seller will, as the extent directed by the Buyer, stop work under this Order and the placement of further Orders or Subcontracts hereunder, and take any necessary action to protect property in the Seller's possession in which the Buyer has or may acquire an interest in.

If the parties cannot, by negotiation, agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, the Buyer, in addition to making prompt payment of amount due for articles delivered or services rendered prior to the effective date of termination, will pay to the Seller the following amounts with duplication:

- b. The Contract price for all articles or services which have been completed in Accordance with this Order and not previously paid for.

(1) The actual costs incurred by the Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this Order, including the cost of discharging liabilities which are so allowable or apportionable; and, a sum equal to two percent (2%) of the part of such cost representing the costs of articles or materials not processed by the Seller, plus a sum equal to three percent (3%) of the remainder of such costs, but the aggregate of such sums shall not exceed six percent (6%) of the whole of such costs.

(2) The reasonable costs of the Seller in making settlement hereunder and in protecting property in which the Buyer has or may acquire an interest, payments made under this paragraph

(a) Exclusive of payments under sub-paragraph (3), shall not exceed the aggregate price specified in this Order less payments otherwise made or to be made.

(b) with the consent of the Buyer, the Seller may retain at an agreed price or sell at an approved price any completed articles, or any articles, or any articles materials, work in progress, or other things, the cost of which is allocable or apportionable to this Order under Paragraph (B) (2) above, and will credit or pay the amounts so agreed or received as the Buyer directs. As directed by the Buyer, the Seller will transfer title to, and make delivery of any such articles, materials, work in progress, or other things no so retained or sold. Appropriate adjustment will be made for delivery costs or savings therein

(c) The provisions of this Article 10 shall no limit or affect the right of the Buyer to terminate this Order for the default of the Seller.

11. **INVENTORY LIABILITY.** In the event of partial or complete cancellation, if this purchase order covers materials for production or resale, our liability shall be limited to raw material required for the succeeding 60 days from date of cancellation, and the cost incurred to machine and fabricate the next succeeding 30 days schedule from date of cancellation.

12. **ACCEPTANCE OF TERMS BY SHIPMENT.** In the event of partial or complete cancellation, if this purchase order covers material for production or resale, our liability shall be limited to raw material required for the succeeding 60 days from date of cancellation, and the cost incurred to machine and fabricate the next succeeding 30 days schedule from date of cancellation.
13. **ASSIGNMENT.** Seller shall not assign this Order no any monies due or to become due hereunder without the prior written consent of Buyer. Any assignment or attempt at assignment made without such consent of Buyer shall be void as to Buyer.
14. **TAXES.** All state, federal, municipal and other taxes in connection with this order are assumed and must be paid by Seller. Seller will reimburse Buyer and Buyer may charge to Seller or deduct from any sum due or to become due any amounts Buyer may be compelled to pay for or on account of any such taxes.
15. **DISCOUNTS.** Discounts will be taken from date of invoice or receipt of materials, whichever date is later.

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

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this _____ day of _____, 2019, 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.

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.

- A. Bid Sheet

ARTICLE 3. INSURANCE DOCUMENTS

- 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, the _____ day of _____, 2019.

WITNESSES:

OWNER:

WITNESSES:

CONTRACTOR:
