

**CITY OF CONWAY  
SOUTH CAROLINA**

**BID PACKAGE: 5-2008  
Fill Material and Top Soil – May, 2008**

**Fill material and Top Soil**

**BID OPENING:  
2:00 PM at City Hall  
1001 3<sup>rd</sup> Ave  
Tuesday May 06, 2008**

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City of Conway, South Carolina  
PUBLIC WORKS DEPARTMENT  
Bid Package  
Fill Material and Top Soil

**BID NO: Fill Material and Top Soil – 5-2008**

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City of Conway, South Carolina

Public Works Department

Sealed Bids for the 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., Tuesday, May 6, 2008 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: Jerry Barnhill, SR**  
**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:      Fill Material & Top Soil 5-2008**

Thank you.

Signed: \_\_\_\_\_

Jerry R. Barnhill  
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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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 applicable taxes must be included in each line item 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. Superior quality and specifications adherence.
  - B. Delivery and loading performance
4. **GUARANTY 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. **DELIVERY LOCATION** Unless otherwise stated in the Special Instructions, delivery shall be made to the following location:

City of Conway  
1001 Third Avenue  
Conway, SC 29528

9. **DELIVERY TIME** Unless otherwise stated in the Special Instructions section of the Bid Request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.
10. **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.
11. **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.
12. **INFORMATION** Questions concerning the Bid requirements or specifications should be directed to:  
 Jerry R. Barnhill  
 Public Works Director  
 1001 Third Avenue  
 Conway, SC 29528  
 (843) 248-1730
13. **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.
14. **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).
15. **INSPECTION AND ACCEPTANCE** The persons named below shall conduct Inspection and acceptance:
- |                    |                          |
|--------------------|--------------------------|
| <b>NAME:</b>       | <b>TITLE:</b>            |
| Jerry R. Barnhill  | Public Works Director    |
| Woodrow Richardson | Street Superintendent    |
| Larry Bell         | Utilities Superintendent |

After delivery to the City, the designated personnel will make a careful inventory. They will have the absolute authority to accept or reject the item(s) for the City.

## 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 request the Contractor or Owner to provide all material requested for the next 24 months at prices quoted.
3. **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 delivered or placed in City trucks.
4. **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.
5. **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 his obligation to deliver the material at the time and in the manner specified.**

**PERFORMANCE PERIOD.** Delivery shall start no earlier than **July 1, 2008 and run until June 30, 2010. Notice of award to contractor is expected June 30, 2008.**

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.
7. **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 is unknown and will vary from project to project, throughout the year. The Contractor will be required to load all trucks when needed. 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 delivery to within the city limits of Conway and or placing into the City Of Conway trucks the following material when needed.
  - A. Fill Material – Fill to be used for drainage 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 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 South Carolina

**BID FORM**

We \_\_\_\_\_, submit herewith our Bid Form in response to Bid Request, Fill Material and Top Soil 5-2008, and in compliance with the specifications hereto.

<u>Line Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Regular Fill Material (Placed in City Trucks)	CU. YD	\$ _____
2.	Regular Fill Material (Delivered within City Limits)	CU. YD	\$ _____
3.	Black Fill Material (Placed in City Trucks)	CU. YD	\$ _____
4.	Black Fill Material (Delivered within City Limits)	CU. YD	\$ _____
5.	Top Soil (Placed in City Truck)	CU. YD	\$ _____
6.	Top Soil (Delivered within City limits)	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 1, 2008 through June 30, 2010 after issuance to proceed by the City of Conway.

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

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

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

**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.**

## 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 Utilities 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.

(B) 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:

1. The Contract price for all articles or services which have been completed in Accordance with this Order and not previously paid for.
2. (i) The actual costs incurred by the Seller which are properly allocable or Apportion able under recognized commercial accounting practices to the terminated portion of this Order, including the cost of discharging liabilities which are so allowable or apportion able; and, (ii) 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.
3. 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 (B), 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.

(C) 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 apportion able 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

(D) 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 MATERIALS**

THIS CONTRACT, entered in to this \_\_\_\_\_ day of \_\_\_\_\_, 2008 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 \_\_\_\_\_ 2008

WITNESS:

OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_