

**CITY OF CONWAY
SOUTH CAROLINA**

**BID PACKAGE: 5-2008
SIDEWALK IMPROVEMENTS: 5-2008**

**SIDEWALK REPAIRS & IMPROVEMENTS
CITY OF CONWAY**

4" SIDEWALK, & DRAINAGE

**BID OPENING: 2:00 PM
Tuesday, May 6th, 2008**

City of Conway, South Carolina
PUBLIC WORKS DEPARTMENT
Bid Package
4” SIDEWALK, & DRAINAGE
SIDEWALK IMPROVEMENTS 5 - 2008

TABLE OF CONTENTS

Bid Notice.....3
General Instructions to Bidders.....4 - 7
Special Instructions to Bidders.....8 - 13
Statement of Work, Quantities, Specs, and Drawings.....14 - 16
Bid/Quote Form.....17 - 18
Bidding Organization Information.....19
Terms and Conditions20 - 22

City of Conway, South Carolina

Public Works Department

Sealed Bids for the installation of 4" sidewalk, & drainage 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 until 2 p.m., Tuesday, May 6th, 2008 then publicly opened and read aloud. The commodities and/or services must be furnished as described and specified in the package. Plans may be picked up at the Public Works Office, 1700 New Road, Conway, S.C.

PLEASE ADDRESS MAILED BIDS TO:

Attn: Jerry Barnhill, SR
Public Works Director
P.O. Drawer 1025
Conway, SC 29528

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

BID NUMBER: Sidewalk Improvements- 5 - 2008

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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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 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. Superior quality and specifications adherence.
 - B. Adequate maintenance and service.
 - C. Delivery and/or completion time.
 - D. Guaranties and warranties.
 - E. Company's reputation and financial status
 - F. Past experience and cost with similar or like equipment or service.
 - G. Anticipated future cost and experience.
 - H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.
4. **GUARANTY WITH BID** To protect the interests of the City, the Bidder guarantees that 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. **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.

7. **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.
8. **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.
9. **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.
10. **NUMBER OF COPIES** Unless otherwise stated in the Special Instructions section of this Bid Request, submit one(1) copy of Bid on forms attached.
11. **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.
12. **DELIVERY LOCATION** Unless otherwise stated in the Special Instructions, delivery shall be made to the following location:

City of Conway
P.O. Drawer 1075
Conway, SC 29528
13. **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.
14. **DELIVERY DATE** The delivery time as stated in the Bid Proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a Bid Request the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder certifies that the delivery will be completed in the time he states, starting at the time the order is placed, provided that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated in the Bid Proposal. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.

15. **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.
16. **CASH DISCOUNTS** Cash discounts, if allowed, should be so stated on the Bid Proposal form. Bid prices must, however, be based upon payment in 30 days. The cash discounts so stated will not be considered I the making of the award. Where the invoice is received prior to receipt of the item(s), the time used in the taking of discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier, when inspection and acceptance is at the point of origin. When final inspection and acceptance is made at the point of destination, the date of delivery will be used. If laboratory inspection is made a part of the Bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.
17. **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.
18. **INFORMATION** Questions concerning the Bid requirements or specifications should be directed to:
- Public Works Director
P.O. Drawer 1075
Conway, SC 29528
(843) 248-1735
19. **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.
20. **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).

21. **INSPECTION AND ACCEPTANCE** The persons named below shall conduct Inspection and acceptance:

NAME:	TITLE:
Jerry R. Barnhill	Public Works Director
Woody Richardson	Street 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.

22. **INVOICE(S) CERTIFICATES OF ORIGIN & WARRANTIES/GUARANTIES**

Invoice(s), Certificates of Origin, and Warranties/Guaranties must be submitted at the time of delivery of the item(s).

22. **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. **STATEMENT OF WORK.** The City of Conway requires the contractor to provide all labor, materials, transportation, safety measures including traffic control, as needed for the following improvements. These improvements will be for the City of Conway Public Works Department. There will be 3 new sidewalk projects and 1 replacement project. The City will assist in all layout for improvements. Contractors are all required to visit each job site and ask questions that may be overlooked by the City. These projects are funded by Grants and the separation of blocks are important for meeting the grant requirements. Bidders are asked to provide any unknown questions while bidding. **Time is of essence** and projects must be completed by June 30, 2008. Award will be expected on May 13th with 45 days for construction. 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 approval.

1. 10th Ave - Laurel St. to Elm Street

Prune shrubbery back to brick wall.

Relocation approximately 60' of chain link fence.

Excavation, place base material, compact and pave approximately 450 Sq Ft of 2" Asphalt on east side of street.

Saw Cut approximately 450 Sq Ft of existing asphalt and remove on west side of street.

Back fill between proposed new sidewalk and edge of street.

Excavate and install approximately 450 L. F. of 5' sidewalk.

Observe corner location at Power Pole at Elm Street end. Layout will be assisted by Public Works Director and including elevations.

2. Magrath Avenue - Snowhill to Drive of School

Excavation for the installation of a 5' sidewalk including grading, backfill, and grassing.

Installation of approximately 310 L.F. of new sidewalk

Demo approximately 30' of curb and sidewalk and replace with new Handicap concrete ramp.

Installation of four (4) - 3" Caliber B & B Drake Elm Trees.

Layout will be assisted by Public Works Director including elevations.

3. **Rhue Street - US 378 to Horry Street**

Demo and Replacement of approximately 700' of existing sidewalk.

Excavation, grading, backfill, compact, grassing, and installation of approximately 700' of new 5' sidewalk.

Layout will be assisted by Public Works Director to include elevation.

4. **Horry Street**

a. **Grainger Road to Magnolia**

Excavate and install approximately 570' of 18" RCP along with eight (8) catch basins.

Cut, fill, compact, grade, grass and install approximately 570' of 5' sidewalk.

Replace approximately 300 Sq Ft Type III Asphalt in 2 driveways.

b. **Magnolia to Maple Ave.**

Excavate and install approximately 572' of 18" RCP including Road Crossing along with five (5) catch basins.

Cut, fill, compact, grade, grass and install approximately 460' of 5' sidewalk.

Installation of nine (9), 3" Caliber B & B Drake Elm Trees

Replace approximately 850 Sq Ft of asphalt for driveways and street crossing.

c. **Maple to Rhue Street - Northside**

Excavate and install approximately 400' of 18" RCP along with four (4) catch basins.

Cut, fill, compact, grade, grass and install approximately 460' of 5' sidewalk.

Cut, excavate, compact approximately 6400 Sq. Ft. of area and place coquina base.

Grade, compact and install approximately 6400 Sq Ft of 2" Type III Asphalt.

d. **Rhue Street to Brown Street**

Cut, excavate, compact, grass and install approximately 240' of 5' sidewalk.

3. **TIME AND SCHEDULE**

Projects must begin within 14 days and be completed by June 30, 2008.

Time is of Essence.

4. IMPROVEMENT LOCATIONS:

10th Ave – Laurel St to Elm St - New 5' sidewalk

Magrath Ave – Snowhill Dr to school entrance - New 5' sidewalk

Replacement of existing sidewalk on Rhue St. from US 378 to Horry St.

Horry St. – Grainger Rd. to Brown St. – New 5' sidewalk, and drainage

5. **SITE VISIT.** 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 Jerry R. Barnhill, Public Works Director at (843) 248-1735. Failure of the bidder to view the site will not be grounds for contract changes or adjustments after contract awarded.
6. **CONTRACT AWARD.** Only one contract will be awarded for the specified work. Payment will 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.
7. **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 Street Superintendent 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.
8. **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 award of the contracts for this project will be based on price, responsiveness and qualifications and not price alone. **Performance and Payment bond will be required** in the amount equal to one hundred percent (100%) of the contract price; therefore, subcontractors and suppliers should be prepared to state the amount and all cost associated must be included in your bid.

PERFORMANCE PERIOD. The Contractor's timeliness and delivery of quality products shall be monitored by the Street Superintendent 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. Due to the nature of Demolishing and installation, the time frame for completion is June 30th, 2008.

9. **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.
10. **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.
11. **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.
12. **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

13. **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

14. **HOLD HARMLESS AGREEMENT.** The Contractor agrees to save the City 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.

15. **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.
16. **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.
17. **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
18. **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.

20. **GUARANTY.** The Contractor shall warrant and guarantee for a period of one year from the date of final acceptance that the completed system 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. The Performance Bond shall remain in full force and effect through the guarantee period.

**STATEMENT OF WORK
SPECIFICATIONS and DRAWING**

1. The Sidewalk Construction Contractor shall be responsible for the erection and maintenance of barricades, safety fences, and other safety control measures for the complete time of construction until completion of sidewalk being installed. 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. The Demolition Contractor will place all necessary safety requirements such as signs, safety fences, barricades, traffic cones, once he has completed his demolition work. .
4. **The Sidewalk Contractor will be required to make a daily inspection to insure that all safety requirements are in place.** If the demolition contractor finds any violation of these safety items not in place after others have worked in the construction areas then they will be notified of their requirements to replace as found and could be held liable. The time frame for this daily inspection will be up to the demolition contractor and is recommended that this be performed during the late evening hours.
5. **SPECIFICATIONS:** Concrete
 - a. 4” Sidewalk- SCDOT class B
 - b. 6” driveway- SCDOT class A
 - c. Curb & Gutter – SCDOT class A
 - d. Performed joint filler- Shall be no extruding and resilient bituminous type and should perform to the requirements of ASIM Designation D 1751
 - e. All material shall be certified by the producer or manufacturer that the furnished materials meet the specific requirement of the specifications.
 - f. Concrete must meet all SCDOT Standards.
 - g. Expansion material must meet al SCDOT Standards.
6. Workmanship
 - a. Subgrade Condition:
 1. 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.

2. 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.
- b. **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.
- c. **Slipforming:** The slipforming method will be allowed, provided that an acceptable finished product, true to line, grade, and cross section is consistently produced.
- d. **Mixing Concrete:** Concrete shall be mixed in accordance with the requirement of Section 03000.

7. Installation

- a. **Placing concrete:**
 1. 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.
 2. Reinforcement shall be placed as shown on the Drawings shall be maintained at this location during the placing and finishing operation.
 3. 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.
- b. **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 cross section, width and surface finish required by the Drawings and Specifications.
- c. **Straightening and Surface Corrections:**
 1. 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 ¼ inch in a 10 foot shall be corrected.

- d. Final Finish: As soon as the water sheen has disappeared and just before the concrete becomes nonplastic, all edges, including expansion joint edges, shall be finished with an edging tool having a radius of ¼ inch, finally the top shall be given a light broom finish perpendicular to the forms.
- e. Joints:
 - 1. 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 ¼ inch radius.
 - 2. 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 ½ inch below the top surface and shall have ¼ inch radius.
 - 3. 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.
- g. 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, South Carolina

BID FORM

We _____, submit herewith our Bid Form in response to Bid Request Sidewalk Improvements 5-2008, and in compliance with the specifications and drawings attached hereto, for Replacement of 4' sidewalks , installation of new 5' sidewalk, & drainage.

<u>Line</u> <u>Item No.</u>	<u>Description</u>	<u>Location</u>	<u>Unit</u> <u>Price</u>	<u>Extended</u> <u>Price</u>
<u>10th Avenue</u>				
1.	Prune shrubbery back to wall		L.S.	\$ _____
2.	Relocation of approximately 60 L.F. chain link fence		L.S.	\$ _____
3.	Excavate, place base & pave approximately 450 sq. ft. of 2" Type III Asphalt. - Eastside		\$ _____ S.F.	\$ _____
4.	Demo & removal of asphalt approximately 450 sq. ft. - Westside		\$ _____ S.F.	\$ _____
5.	Installation of approximately 450 L.F. 5' sidewalk		\$ _____ L.F.	\$ _____
10th Ave. Total Estimate Cost				\$ _____
<u>Magrath Avenue</u>				
1.	Excavate, Installation of approximately 310 LF of 5' sidewalk		\$ _____ L.F.	\$ _____
2.	Demo & replace approximately 30 L.F. for Handicap Ramp		\$ _____ L.F.	\$ _____
3.	Installation of four (4) 3" Caliber Drake Elm Trees		\$ _____ Each	\$ _____
Magrath Ave. - Total Estimate Cost				\$ _____
<u>Rhue Street</u>				
1.	Demo, removal, fill, grade, compact, grass & installation of approximately 700' of 5' sidewalks		\$ _____ L.F.	\$ _____
Rhue St. - Total Estimate Cost				\$ _____
<u>Horry Street</u>				
a.				
1.	Excavate & install approximately 570 L.F. of 18" RCP		\$ _____ L.F.	\$ _____
2.	Installation of eight (8) catch basins		\$ _____ Each	\$ _____
3.	Installation of approximately 570' of 5' sidewalk		\$ _____ L.F.	\$ _____
4.	Installation of approximately 300 Sq Ft. of 2" Type III Asphalt		\$ _____ S.F.	\$ _____
a - Total Estimate Cost				\$ _____

- b.
- 1. Installation of approximately 572 L.F. of 18" RCP \$ _____ L.F. \$ _____
 - 2. Installation of five (5) catch basins \$ _____ Each \$ _____
 - 3. Install approximately 460' of 5' sidewalk \$ _____ L.F. \$ _____
 - 4. Installation of nine (9), 3" Caliber Drake Elm Trees \$ _____ Each \$ _____
 - 5. Replace approximately 850 Sq Ft of 2" Type III Asphalt \$ _____ S.F. \$ _____

b - Total Estimate Cost \$ _____

- c.
- 1. Installation of approximately 400 L.F. of 18" RCP \$ _____ L.F. \$ _____
 - 2. Installation of four (4) catch basins \$ _____ Each \$ _____
 - 3. Installation of approximately 460' of 5' sidewalk \$ _____ L.F. \$ _____

c - Total Estimate Cost \$ _____

- d.
- 1. Installation of approximately 240' of 5' sidewalk \$ _____ L.F. \$ _____

d - Total Estimate Cost \$ _____

Grand Total Cost \$ _____

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 after issuance to proceed by the City of Conway.

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 CONSTRUCTION

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".

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 Sidewalk 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

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 _____ 2008

WITNESS:

OWNER:

CONTRACTOR
