
CITY OF CONWAY

Phone (843) 397-2539

CITY OF CONWAY
P.O. DRAWER 1075
CONWAY, SOUTH CAROLINA 29528

Fax (843) 397-2883

Sidewalk repairs and improvements

Request for Proposals for the repair and improvements of concrete as needed for various projects for the City of Conway. For further information, please contact Brandon Harrelson, Public Works Dept. at 843-248-1730. The City reserves the right to delete any section from the bid as it deems appropriate.

DUE DATE/TIME: Monday August 28, 2023 @ 2:00 PM

POINT OF RECEIPT:

City of Conway
c/o Amanda Hooper
PO Drawer 1075
Conway, South Carolina 29528

Physical Address:
City of Conway - City Shop
2940 Jerry Barnhill Blvd.
Conway, South Carolina 29527

Requests for information regarding this Request for Proposals should be directed in writing by either letter or e-mail to Amanda Hooper (procurement@cityofconway.com).

Public Works Department

Sealed Bids for the repair & improvements of concrete 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 2:00 p.m., Monday, August 28, 2023 then publically opened and read aloud. The commodities and/or services must be furnished as described and specified in the package.

Attn: Amanda Hooper
P.O. Drawer 1075
Conway, SC 29528

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

BID NUMBER: 23 - 8PW1

GENERAL INSTRUCTIONS TO BIDDERS

Unless otherwise stated in Special Instructions to Bidders, the following General Instructions will apply:

1. **STATEMENT OF WORK:** The City of Conway request the Contractor or Owner to provide all concrete/sidewalk work requested for the **next 12 months** at prices quoted.

2. **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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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.

3. **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.

4. **BASIS OF BID AWARD** Awarding of Bid shall be made to the responsive and responsible Bidder meeting the specifications and lowest bid price, consistent with the quality and service needed for effective use. The following criteria will be used in making this determination.
 - A. Bid Price
 - B. Superior quality and specifications adherence.
 - 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.

5. **GUARANTEE WITH BID** To protect the interests of the City, the Bidder guarantees the product offered.

6. **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.

7. **NUMBER OF COPIES** Unless otherwise stated in the Special Instructions section of this Bid Request, submit one (1) copy of Bid on forms attached.

8. **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.

9. **DELIVERY LOCATION** Unless otherwise stated in the Special Instructions, Bids may be hand delivered to 2940 Jerry Barnhill Blvd., Conway, SC 29527 or mailed to the following address.

Amanda Hooper
City of Conway
P.O. Drawer 1075
Conway, SC 29528

10. **DELIVERY TIME** unless otherwise stated in the Special Instructions section of the Bid Request, deliveries will be accepted during the hours between 8:00 a.m. and 4:00 p.m. Monday through Friday, excluding holidays.

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:

Brandon Harrelson, Public Works Director
P.O. Drawer 1075
Conway, SC 29528
(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, as **well also as to cut back on quantities**, due to funding or where it deems it advisable in protection of the best interests of the City.

15. **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).

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

NAME:	TITLE:
Brandon Harrelson	Public Works Director
Braxton Fleming	Public Works Deputy Director
Jeff Edwards	Stormwater Manager
SCDOT	Designated Employee

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.

17. **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, mobilization, removal of old asphalt and concrete for disposal and all safety measures including traffic control and necessary means to repair or install concrete at various City locations. The work shall be done as specified and shown herein. Information pertaining to typical resurfacing drawing, follows this section of the bid package.
3. **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.
4. **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 SCDOT, City Of Conway Public Works Director, and Public Works Inspector 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.
5. **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 the award of this contract for this project will be based on price, responsiveness, and qualifications and not just price alone. The Contractor's timeliness and delivery of quality products shall be monitored by the 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. Maintain performance bond through warranty period.
6. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor hereby agrees to abide by applicable Federal, State, County and City laws and regulations. The Contractor and surety shall indemnify, defend and save harmless the City, all of its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order or decree whether by itself or its employees. The Contractor agrees to provide a drug free workplace certification in accordance with South Carolina code of laws Section 44-107-30.
7. **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.

8. **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.

9. **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

10. **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

11. **HOLD HARMLESS AGREEMENT.** The Contractor agrees to save the City Harmless from any and all claims, demands, actions, debts, liabilities, costs and attorney's fee's 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.

12. **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.

13. **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.
14. **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
15. **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.**
16. **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 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 be 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:**

1. 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 specification.
- 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 Grey

2. Masonry:

- All pavers or brick will be chosen by City Staff and purchased by the City of Conway
- All pavers to be installed on concrete bedding with the use of leveling sand and connected with mortar.
- All brick to installed per ICC building codes

3. Workmanship:

- a. 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 .1 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 pavement.
4. **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.
 5. **Slip-forming:** The slip-forming method will be allowed, provided that an acceptable finished product, true to line, grade, and cross section is consistently produced.
 6. **Mixing Concrete:** Concrete shall be mixed in accordance with the requirement of Section 03000.
 7. **Installation:**
 - 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 re-handling 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 sub-grade 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.
 8. **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.
 9. **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 cut 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 span shall be corrected.

10. **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.

11. 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 transvers 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 $\frac{1}{4}$ radius.
- **Transverse Expansion Joints:** $\frac{1}{2}$ inch expansion joints shall be formed by placing performed joint filler around all structures and at intervals not exceeding 100 feet.

12. **Form Removal:** After the concrete has sufficiently seat 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 _____ through _____, and in compliance with the specifications and drawings attached hereto, for Repairs to Sidewalk, Driveways, Curb & Gutter.

Description	Unit	Unit Price
Demo, removal and replacement 4" sidewalk	SF	\$
Demo, removal and replacement 6" sidewalk	SF	\$
Demo, removal and replacement 12" curb & gutter	LF	\$
Demo, removal and replacement 18" curb & gutter	LF	\$
Demo, removal and replacement 24" curb & gutter	LF	\$
Demo, removal and replacement 36" curb & gutter	LF	\$
Fine grading and replacing 4" sidewalk	SF	\$
Fine grading and replacing 6" sidewalk/driveway	SF	\$
Fine grading and replacing 12" curb & gutter	LF	\$
Fine grading and replacing 18" curb & gutter	LF	\$
Fine grading and replacing 24" curb & gutter	LF	\$
Fine grading and replacing 36" curb & gutter	LF	\$
Grading and installation of new 4" sidewalk	SF	\$
Grading and installation of new 6" sidewalk/driveway	SF	\$
Grading and installation of new 12" curb & gutter	LF	\$
Grading and installation of new 18" curb & gutter	LF	\$
Grading and installation of new 24" curb & gutter	LF	\$
Grading and installation of new 36" curb & gutter	LF	\$
Handicap ramp in sidewalk	SF	\$
Handicap ramp in intersection	SF	\$
Detectable warning Type DW1	SF	\$
New paver bed installation	SF	\$
New paver installation (Pavers purchased by the City)	Each	\$
Repair existing pavers in crosswalks	SF	\$
CMU installation	Each	\$
Brick veneer installation	Each	\$

COMPANY: _____

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 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.

(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) 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.
- 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 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.

(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.

INFORMATION REQUIRED FOR CONSIDERATION

(Exact format of this must be followed in response)

1. **References:** Provide the name, address, and telephone number of at least three-(3) appropriate references familiar with the quality of work done by the firm on similar projects.

THE PROPOSAL SHALL INCLUDE THE FOLLOWING:

- **Certification of Professional Liability and Worker's Comp**
- **Performance Bond if Required**
- **Proof of liability Insurance**
- **License**
- **Indemnification Form**
- **Non-Collusion Affidavit Form**
- **Acknowledgement of Addenda**
- **Bid Proposal Form**
- **Three Reference**



INDEMNIFICATION

(This form is Part of the Response)

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

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

The obligation of the Offeror/Contractor under this paragraph shall not extend to the liability of the City of Conway or its agents or employees arising out of the reports, survey, **CHANGE ORDERS**, designs, or **SPECIFICATIONS**.

OFFEROR/CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TELEPHONE: _____ FAX: _____

NON-COLLUSION AFFIDAVIT FORM
(This form is Part of the Response)

STATE OF _____)

COUNTY OF _____)

CITY OF CONWAY

Being duly sworn, disposes and say that he/she is

(Sole Owner, a Partner, President, Secretary, etc.)

of _____

the party making the foregoing Proposal that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly with any PROPOSER or person, to put in a sham proposal, or that such other person shall refrain from proposing and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to sought by agreement or collusion, or communication or conference, with any person to fix the proposal of affiant or any other PROPOSER or to fix any overhead, profit or cost element of said Proposal or of that of any other PROPOSER or to secure any advantage against OWNER any person interested in the proposed contract; and that all statements in said Proposal are true ; and further, that such PROPOSER has not, directly or indirectly submitted this Proposal, or the contents thereof, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Proposer

Sworn to and subscribed before this _____ day of _____, 2023
Notary Public for South Carolina

My Commission Expires _____



REFERENCES

Please list a minimum of three (3) references for jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers. Attach additional sheets if necessary.

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of project and service provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of project and service provided: _____

Reference: _____ Contact: _____

Address: _____ Phone: _____

Fax: _____

Description and date(s) of project and service provided: _____

ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Addendum No. _____, dated _____.

Company _____

Authorized Signature _____

Print Name _____