



**CITY OF CONWAY
SOUTH CAROLINA**

**BID PACKAGE
Street Improvements 07-03-2024**

**RESURFACING, MILLING, STRIPING,
STOP BARS AND PATCHING ON CITY STREETS**

**BID OPENING: 2:00 PM
DATE: 07-03-2024**

City of Conway, South Carolina

PUBLIC WORKS DEPARTMENT

Bid Package

**RESURFACING, MILLING, STRIPING, STOP BARS
ON
CITY STREETS**

BID # STREET IMPROVEMENTS 07-03-2024

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City of Conway, South Carolina
Public Works Department

Sealed Bids for the
RESURFACING, MILLING, STRIPING, STOP BARS, ON CITY STREETS.

For the City of Conway, per specifications and drawings attached, subject to the conditions and provisions set forth in the attached Bid Package, will be received at this office, 2940 Jerry Barnhill Blvd, until 2 p.m., **July 3, 2024** , at which time they will be publicly opened and read aloud. The commodities and/or services must be furnished as described and specified in the package. Sealed bids may also be mailed to the following address.

Attn: Brandon Harrelson, 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: Street Improvements 07-03-2024

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 No Bid Proposal(s) may be withdrawn for a period of 30 days after the Bid Opening date.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** 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.
4. **GUARANTEE WITH BID** To protect the interests of the City, the Bidder guarantees the product offered.
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, Bids may be hand delivered to 2940 Jerry Barnhill Blvd., Conway, SC 29527 or mailed to the following address.

City of Conway
P.O. Drawer 1075
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 8:00 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:
 Public Works Director
 P.O. Drawer 1075
 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, 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.
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:
- | | |
|-------------------|------------------------------|
| 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.
16. **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 resurface, striping and repair various City streets. The work shall be done as specified and shown herein. Information pertaining to City street locations, and typical resurfacing drawing, follows this section of the bid package.
3. **SITE VISIT.** The estimate of the quantity of work is the City's best faith estimate for the job. However, 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 Brandon Harrelson, Public Works Director at (843) 248-1730. **Failure of the bidder to view the site will not be grounds for contract changes or adjustments after contract awarded.**
4. **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.
5. **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, 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.
6. **BID BOND/ BID SECURITY.** Bid security shall be a bond provided by a surety company authorized to do business in this state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the city. Bid security shall be an amount equal to at least (5) percent of the amount of the bid.
7. **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. **Performance and Payment bond will be required in the amount equal to one hundred per cent of the contract price therefore, subcontractors and suppliers should be prepared to state the amount and all costs associated must be included in your bid.** 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.

8. **PERFORMANCE PERIOD.** Work shall start no earlier than July 15th, 2024 and shall be completed no later than October 31st, 2024. Notice of award to contractor is expected by 07-16-2024. **The penalty for non- completion will be \$75.00 per day.**

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. The Contractor agrees to provide a drug free workplace certification in accordance with South Carolina code of laws Section 44-107-30.

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 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.

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.**
19. **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.

20. **PENALTY.** A penalty of \$250.00 per calendar day will be assessed for each day beyond the contract completion date of November 30th, 2024 ,excluding allowance for bad weather.

**STATEMENT OF WORK
SPECIFICATIONS and DRAWING**

1. The Contractor shall be responsible for the erection and maintenance of barricades and other safety control measures. 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 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 Contractor will be responsible for clipping the shoulders of the streets. The Contractor will be responsible for sweeping of all streets to remove loose dirt and impediments before paving. **Contractor will re-grade existing clipping to new pavement edges and place new top soil on areas that are over 2 inches in depth, within 7 working days.**
4. **The Contractor will be required to connect the resurfacing to existing paved driveways and intersecting streets and resurface or pave existing drives, paved or unpaved.** Connection to existing drive shall be defined as paving from the edge of the street to the edge of the right of way. Connection to an intersecting street shall be defined as resurfacing the intersecting street a distance of ten feet from the edge of the other street, or what may be necessary for a proper and uniformed tie in.
5. The Contractor shall use a bituminous tack approved for use by the SC Department of Transportation. The tack coat shall consist of asphalt cement or emulsified asphalt. The acceptable grades of emulsified asphalt are RS-1, MS-2, HFMS-1, SS-1, CRS-1, and CSS-2.
6. The Contractor shall be responsible for roadway testing per SCDOT Standards on SCDOT Roads.
7. All streets will receive a tack coat prior to resurfacing in accordance with the South Carolina Department of Transportation Standard Specifications.
8. Street locations and estimated quantities are shown on pages 13.
9. The typical resurfacing section diagram follows the street locations and estimated quantities.
10. SPECIFICATIONS: Asphaltic concrete (Type C Asphalt – Tack Coat)
 - a. BITUMINOUS TACK COAT: A bituminous tack coat shall be applied to all existing asphalt and concrete surfaces shown to be resurfaced under this Contract. The bituminous material shall be asphaltic cement or emulsified asphalt. Acceptable emulsified asphalts shall be RS-1, MS-2, HFMS-1, SS-1, CR S-1, and CRS-2. The bituminous tack coat shall be applied at a rate, minimum of .05 gallons per square yard and not to exceed .1 gallon per square yard.
 - b. ASPHALTIC CONCRETE: The asphaltic concrete surfacing shall be constructed in accordance with Section 400 of the South Carolina State Highway Department Standard Specification for Highway Construction latest edition and to the lines, grades, and cross sections indicated on the typical resurfacing section. The composition of the asphaltic concrete shall be as shown on the typical section and as required in Section 400 of the South Carolina Department of Highways Standard for Highway Construction. The asphaltic concrete shall be Type C and unless otherwise shown on the typical section of otherwise contained in these specifications.
 - c. THERMO-PLASTIC 90 Mil & 125 Mil – per SC DOT specifications.

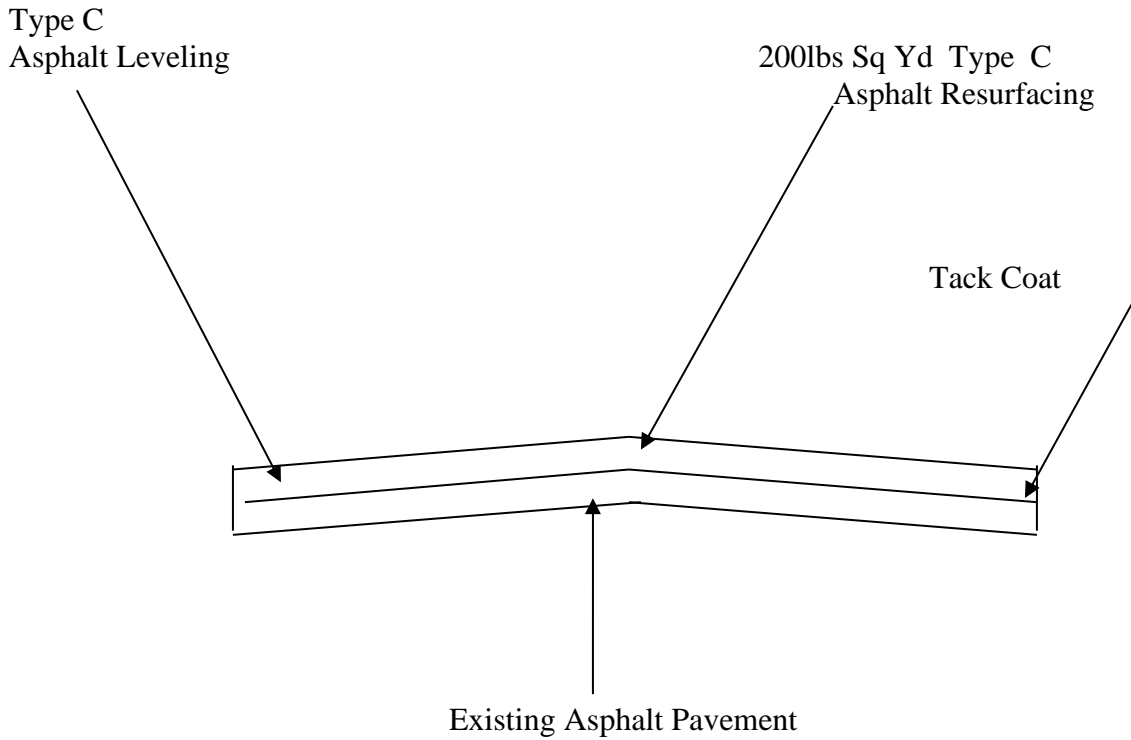
- d. TOP SOIL PER SC DOT SPECIFICATIONS-Must be compactable and will grow grass.
- e. BASE – Source of supply approved by SCDOT
- f. SINGLE PAINTED LINES - SCDOT Approved.
- g. MILLING: Variable depth milling to match curb on the following roads:

- Webb Avenue
 - Racepath Avenue
 - Tinkertown Avenue

- h. FULL DEPTH PATCHING: 6 Inch Full Depth Patch on the following roads:

- Earnhardt Street
 - New Road
 - Tiger Drive
 - Tinkertown Avenue

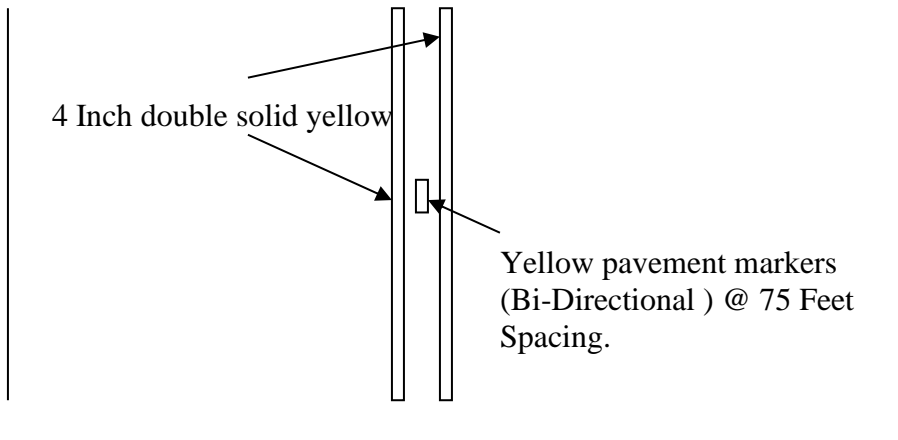
TYPICAL RESURFACING SECTION



Note: Asphalt leveling amount will vary. The City will determine the required amount and rate for each street.

The existing pavement width varies from 16' to 26'

A tack coat shall be uniformly applied to all streets immediately prior to resurfacing.



STREET LOCATIONS

A. **Resurfacing of the following streets with HMAS Type C, 200 bs/sy, after compaction including all paved & unpaved drives and swales.**

B. **LOCATIONS**

STATE ROADS:

**Rufus Street
Kenneth Street
Tinkertown Avenue**

**4th Avenue to 9th Avenue
Elm Street to Oak Street
Hickory Circle to Dead End**

CITY STREETS:

**Webb Avenue
Beaty Street (Night Hours)
Collins Park St.
Earnhardt Street
New Road
Tiger Drive
Racepath Avenue**

**Dead end south of Food Lion
2nd Avenue to 3rd Avenue
12th Avenue to Cul-De-Sac
Commerce Plaza
Creel Street to Cedar Lane
Pinecrest Subdivision
Beaty Street to Wright Blvd.**

6" FULL DEPTH PATCH WITH TYPE B ASPHALT

STATE ROADS:

Tinkertown Avenue

CITY STREETS:

**Webb Avenue
Collins Park Street
Earnhardt Street
New Road
Tiger Drive**

BID FORM

We _____ submit herewith our Bid Form in response to Bid Request Street Improvements _____, and in compliance with the specifications and drawings attached hereto, for Resurfacing of (3) State Streets, (1) City Streets, & Striping.

<u>Line</u> <u>Item No.</u>	<u>Description</u>	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Extended</u> <u>Amount</u>
1.	SC DOT Type C Asphalt Including Bituminous Tack With PG64-22 Liquid Asphalt Per Specs:	<u>3,605</u>	Tons	\$ _____	\$ _____
2.	24 – Inch White Solid Lines Single Painted Temp.	<u>150</u>	LF	\$ _____	\$ _____
	Thermo 125 Mil	<u>150</u>	LF	\$ _____	\$ _____
3.	4 – Inch White Solid Lines Single Painted Temp.	<u>15,000</u>	LF	\$ _____	\$ _____
	Thermo 125 Mil	<u>15,000</u>	LF	\$ _____	\$ _____
4.	4 – Inch Double Yellow Lines Single Painted Temp.	<u>10,000</u>	LF	\$ _____	\$ _____
	Thermo 125 Mil	<u>10,000</u>	LF	\$ _____	\$ _____
5.	8 – Inch White Solid Lines Single Painted Temp.	<u>200</u>	LF	\$ _____	\$ _____
	Thermo 125 Mil	<u>200</u>	LF	\$ _____	\$ _____
6.	Top Soil – SC DOT Specifications	<u>1,500</u>	Tons	\$ _____	\$ _____
7.	Milling – Variable Depth	<u>32,000</u>	SF	\$ _____	\$ _____

8. 4 – Inch Yellow Permanent Pavement Markers - Bi-Dir	<u>1</u>	EA	\$ _____	\$ _____
9. Full depth patch 6” with Type B Asphalt:	<u>1,000</u>	SY	\$ _____	\$ _____
10. SC DOT Rail Road Crossing Symbol Thermo 125	<u>1</u>	EA	\$ _____	\$ _____

TOTAL BASE BID \$ _____

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 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, 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 not so retained or sold. Appropriate adjustment will be made for delivery costs or savings therein

(D) The provisions of this Article 10 shall not 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 nor 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 _____, 2024 by and between the City of Conway hereinafter called the “Owner” and, _____, Hereinafter called the “Contractor”.

WITNESSETH

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish materials, labor, equipment and services, and shall perform all work as described in the specifications prepared by the Owner.

ARTICLE 2. THE CONTRACT PRICE

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

- 1. Bid Sheet

ARTICLE 3. INSURANCE DOCUMENTS

- A. Workers Compensation _____
- B. Public Liability & Property Damage _____
- C. Comprehensive Automobile Liability _____
- D. Hold Harmless Agreement _____
- E. Performance & Payment Bond _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement

This ____ day of _____, 2024.

WITNESS:

WITNESS:

CITY OF CONWAY REPRESENTATIVE:

CONTRACTOR: