

City of Myrtle Beach Invitation for Bid

IFB 24-B0009 2023-2024 ADA Ramps

Issue Date: September 21, 2023



The City of Myrtle Beach will not be responsible for any errors, omissions, or misrepresentations regarding any plans or solicitation documents that are obtained from any source other than the City of Myrtle Beach. It is the Contractor's sole responsibility to verify the authenticity of all documents associated with this project. The Contractor will be liable for any losses, damages, costs, and/or expenses incurred by operating from plans or documents that are not obtained directly from the City of Myrtle Beach.

www.cityofmyrtlebeach.com/services/bids_and_purchasing/index.php



Small Business Survey

The City of Myrtle Beach Procurement Office is interested in collecting aggregate data on the status of companies doing business with the City. We request your participation in our survey by answering the following question. Your answer(s) will not be used to make any determination in the outcome of this solicitation. This page will be removed from your submission upon bid opening, and no personal or company information will be attached.

Do you have any type of certification or contracting designation from the Small Business Administration, the State of South Carolina, or any other local government?

NO

YES - Please check all that apply:

Woman-Owned Small Business

Veteran-Owned Small Business

Service-Disabled Veteran Small Business

Minority-Owned Small Business (please check all that apply)

African American

Asian American

Native American

Pacific Islander

LGBTQ

Latinx

Disadvantaged Business Enterprise (DBE)/SBA-8(A)

HUBZone

Other (please specify): _____

City of Myrtle Beach Procurement Division

INVITATION FOR BID	
IFB # 24-B0009 2023-2024 ADA Ramps	
Buyer Contact:	Brandon Hancock 843-918-2173 bhancock@cityofmyrtlebeach.com
Mandatory Pre-Bid Conference: On-time attendance/sign-in is required for bid consideration.	September 28, 2023 2:00 P.M. (local time) 3210 Mr. Joe White Avenue Myrtle Beach, SC 29577
Opening Date & Time:	October 12, 2023 at 2:00 P.M. (local time)
Bid Opening Location:	City of Myrtle Beach Procurement Office 3231 Mr. Joe White Avenue Myrtle Beach, SC 29577

Bonds: Bids for a service only that is \$25,000.00 or greater must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the total dollar amount of the bid submitted, payable to the City of Myrtle Beach. No other forms of security will be accepted.

No bids will be accepted unless submitted on the forms furnished herein. All pages of the bid must be in a sealed envelope and delivered in accordance with these instructions:

- The envelope must be marked with the name of bidder, bid number/name, and time/date of bid opening.
- Bid packages shall be delivered to the address listed above. The City of Myrtle Beach is not responsible for late or misdirected mail.

If the above criteria are not met, your bid shall be rejected. Bids will be opened and read publicly at the time and date specified above.

Bidders are advised that from the date of issue of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications/requests for clarification are to be directed to the Buyer listed above.

It is the intent and purpose of the City of Myrtle Beach that this Invitation for Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division no later than three (3) City of Myrtle Beach business days prior to the bid opening date.

Bidder to complete this section:

Name of Bidder: _____

Address: _____

Phone Number: _____

E-mail: _____

Please note: Signature is required on page 19.

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS
MUST BE SIGNED AS PART OF INVITATION FOR BID PACKAGE**

1.0 SUMMARY

1.01 DOCUMENT INCLUDES:

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 - 2.01 Equal Weight and Force
 - 2.02 Written Explanations
 - 2.03 Disputes with Written Explanations
 - 2.04 Written Addenda

- 3.0 Requirements for Written Bid Documents
 - 3.01 Availability of Documents
 - 3.02 Responsive Bids
 - 3.03 Non-Responsive Bids
 - 3.04 Document Completion
 - 3.05 Contents of Bid Packet
 - 3.06 Single Package Requirement
 - 3.07 Bid Submission
 - 3.08 Bid Delivery/Opening
 - 3.09 Availability of Funds
 - 3.10 Document Ownership

- 4.0 Full Examination
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 - 5.02 Changes in Cost
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 - 5.04 Mobilization

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- 7.0 Material Assessment
 - 7.01 SDS

- 8.0 Changes in Specifications
 - 8.01 Authority of Specifications
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 - 8.03 Material Preference
 - 8.04 Changes after Award

- 9.0 Modifications
 - 9.01 Additional Work
 - 9.02 Adjustments to Items/Work

- 10.0 Bond Requirements
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- 11.0 Delivery
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 - 16.01 Availability of Funds
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 - 17.01 Reasons for Rejection
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 - 17.03 Determination of Responsibility
 - 17.04 Disqualification
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- 18.0 Disputes and Protests
 - 18.01 Informal Dispute Resolution
 - 18.02 Formal Dispute Resolution
 - 18.03 Procedures/Timelines
 - 18.04 Stay of the Procurement
 - 18.05 Confidentiality of Information
 - 18.06 Post-Filing Formal Protest Process
 - 18.07 Formal Protest Decision Timeline and Notification
 - 18.08 Appeals
- 19.0 City Reserved Rights
 - 19.01 Reserved Right
 - 19.02 Final Judgment
 - 19.03 Clarification
 - 19.04 Loss/Damage
 - 19.05 Performance Failure
 - 19.06 Termination for Convenience
 - 19.07 Termination for Default
 - 19.08 Correction of Minor Informalities
- 20.0 ADA Compliance
 - 20.01 Contact Information
- 21.0 Signatures
 - 21.01 Accuracy and Completeness
 - 21.02 Non-Collusion
 - 21.03 Compliance

1.02 DEFINITIONS:

- A. City of Myrtle Beach – herein referred to as “City.”
- B. IFB – Invitation for Bid
- C. Bidder – any vendor, proprietor, business, company, service provider, or corporation who submits a bid to the City.
- D. Bid – the collection of documents that includes these general instructions, the scope

of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.

- E. Addendum – a written change, addition, alteration, correction, or revision to a bid document.
- F. Bond – provides financial assurance that the bid has been submitted in good faith, that a bidder will enter into a contract at the amount bid, and will provide the appropriate performance and payment bonds.
- G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw from the bid, must be submitted with bid package if over \$25,000.00
- H. Performance Bond – guarantees execution of the terms of a contract, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.
- I. Payment Bond – covers payment of subcontractors, laborers, materials, and suppliers associated with the project, required for work valued at \$25,000.00 or more for construction and/or any type of service, must be received within ten (10) calendar days from date/time of notification of award.

2.0 AUTHORITY:

- 2.01 **Equal Weight and Force.** The instructions herein contained are given for the purpose of guidance in properly preparing an applicable bid. These directions have equal weight and force with the specifications and strict compliance is required with all of the provisions. Unless otherwise stated in the special instructions of the bid, these general instructions shall apply.
- 2.02 **Written Explanations.** Only written information from the procurement manager or an authorized representative of the procurement division is binding; therefore no verbal instructions or verbal information from any other source shall be binding on the City. The City shall not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the procurement division shall be final and binding upon each Bidder.
- 2.03 **Disputes with Written Explanations.** The written specifications are considered clear and complete. Failure of the Bidder to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the bid in the time and manner set forth herein is a waiver of right to do so upon opening of the bids. Clarifications requested by Bidders must be in writing not less than three (3) days before date and time set for receipt of bids.
- 2.04 **Written Addenda.** Should the procurement manager deem it necessary to alter bid specifications, those alterations shall be made in the form of written addenda that shall be posted on the City website, and may be advertised in the South Carolina Business Opportunities (SCBO) online publication and the local newspaper. The Bidder is

responsible for monitoring all of these sources and should not rely on a single source for updates. These addenda shall then be considered as part of these specifications. No interpretations of the meaning of the bid specifications shall be made orally.

3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

- 3.01 Availability of Documents.** Bid documents may be obtained through the City of Myrtle Beach website (www.cityofmyrtlebeach.com), or in person at the City of Myrtle Beach Procurement Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Bid documents may be sent electronically or made available on removable media by vendor request only. Additional fees for select project plans may apply.
- 3.02 Responsive Bids.** The City of Myrtle Beach will review bids on a pass/fail basis to determine whether the bid is “responsive” to this IFB. A responsive bid will contain all required documents and forms that are completed in their entirety. Documents and forms must be unaltered, legible, signed, sealed appropriately, and free from errors without noted corrections. The City reserves the right (at its sole discretion) to determine whether a bid is responsive.
- 3.03 Non-Responsive Bids.** Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, corrections without initials, ambiguities, alterations, and/or irregularities of any kind, may be declared non-responsive.
- 3.04 Document Completion.** A bid and signature document is provided as part of the solicitation. This form must be used in submitting a bid and all pages of the bid document must be completely filled out in blue or black ink and signed by the Bidder. No bid shall be accepted unless submitted on the forms furnished herein. The format of the bid documents shall not be altered in any way. Written errors made on the bid documents prior to submission must be corrected by marking through the entry in blue or black ink and making the correct entry adjacent to the written error and initialed by the Bidder in blue or black ink.
- 3.05 Contents of Bid Packet.** The general instructions, scope of work and/or specifications, and the bid and signature document constitute the bid packet. By submitting a bid, the Bidder is deemed to have accepted all of the terms and conditions set forth in the bid packet documents. Alternative bids shall not be considered. All bid packet documents, after completion by the Bidder, must be returned with the bid in the same order as received by the Bidder.
- 3.06 Single Package Requirement.** Unless otherwise stated in the special instructions section of this bid request, submit one complete bid package using the attached form(s), if applicable, for bid pricing.
- 3.07 Bid Submission.** Each bid must be enclosed in a sealed envelope, clearly marked on the outside with the company name/address in the upper left-hand corner and bid

number/name and time/date of opening in the lower left-hand corner. This sealed envelope must be delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the bid is considered nonresponsive. It is the Bidder's responsibility to ensure that the bid is delivered by the official opening date and time. Bids submitted after the date and time set for receipt shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the Bidder. Late bids shall not be opened and will be returned to the Bidder unopened. The City of Myrtle Beach is not responsible for late or misdirected mail.

3.08 Bid Delivery/Opening. All bids must be sealed, marked and delivered in accordance with these instructions to Procurement Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Bids received prior to the advertised hour of opening shall be securely kept sealed. Bids shall be opened and read publicly at the time so specified on the front cover sheet.

3.09 Bid Opening/Emergency Conditions. In the event of a present, immediate, and/or existing danger that threatens the public's health or safety, the City Procurement Office will be closed to the public. Any scheduled public bid openings will be held in the most responsible and legal manner possible, as dictated by the emergency. If City employees are able to report to work, then Bidders who are interested in attending a public bid opening shall report to the front door of the Bid Opening Location building as listed in the IFB. Anyone who has arrived by the designated bid opening time will be escorted to the proper area for bid opening. If employees are not able to report to work, then the public bid opening will be rescheduled. Every effort will be made to announce the rescheduled date prior to the published bid opening. If emergency conditions persist beyond the published bid opening date, then Bidders will be notified via addendum as soon as possible with a revised bid opening date.

3.10 Document Ownership. All documents, reports, bids, submittals, working papers, samples, or other material submitted to the City from the Bidder shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Bidder. The Bidder shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

4.0 FULL EXAMINATION:

4.01 Thorough Investigation. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the bid conditions. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, shall in no way relieve the Bidder from any obligation in respect to the bid.

4.02 Pre-Bid Meetings. When Bidders are required to make site visits or attend mandatory pre-bid meetings, all expenses shall be paid for by the Bidder, unless previous written arrangements are made with the City. Bidder must be physically present at the sign-in location with the Buyer at the start of the scheduled meeting time. The official start of each pre-bid meeting will be determined by the Buyer with an announcement of the time and the final closing for contractors to sign-in. Any contractor arriving after the declared time announcement and closing of sign-in shall not be admitted to the pre-bid meeting, and any bid received shall be considered non-responsive.

4.03 Evidence of Examination. Submission of a bid shall be considered as conclusive evidence of the Bidder's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

5.01 Unit Pricing. Unit pricing shall govern over extended prices unless otherwise stated in the special instructions in this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration shall still be given to all Bidders. Also, maximum or ceiling prices should be quoted where possible when bid contains non-firm prices.

5.02 Changes in Cost. If during the term of the contract entered into as a result of this bid, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Procurement Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. Contractor is responsible to order all required materials in sufficient quantities prior to any known price increase. The City bears no financial responsibility for product not ordered before known price increases. Any materials needed after the price increase are subject to negotiation and approval by the City. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

5.03 Price Evaluation. The City of Myrtle Beach shall evaluate the Bidder's price proposal for completeness, price reasonableness, price realism, and unbalanced pricing. Price reasonableness shall be established by competition and determined primarily by comparison with other bids submitted. Price realism shall be established by analysis of the unit price submitted to determine whether the bid price reflects a clear understanding of the requirements, are realistic for the work to be performed, and are consistent with the methods of performance and materials described in the bid response. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated and poses an unacceptable risk to

the City. The City may determine that a bid is unacceptable if the proposed price is materially unbalanced between line items.

5.04 Mobilization. For projects requiring mobilization to the work site, bid prices shall include the movement of personnel, equipment, and/or supplies necessary to complete the work specified as a separate line item. This shall include any temporary offices, buildings, or other facilities that may be necessary. The price shall not exceed 0% of the overall bid price, or up to the limit as defined in the project specifications, whichever is less.

6.0 TAX INFORMATION:

6.01 Sales Tax/Federal Tax. The City of Myrtle Beach pays South Carolina State Sales Tax. The City is exempt from Federal Excise Tax and shall issue exemption certificates if required. All prices should be quoted with tax included.

6.02 Payment of Taxes. The contractor agrees to pay all taxes and license fees of whatever nature applicable to conduct business and furnish the City of Myrtle Beach, if requested, with duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees when referred to and showing that all licenses are in effect.

7.0 MATERIAL ASSESSMENT:

7.01 Safety Data Sheet (SDS). If so requested in the bid documents, a completed SDS for the item(s) indicated must be provided with the bid documents.

8.0 CHANGES IN SPECIFICATIONS:

8.01 Authority of Specifications. It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions. No verbal agreement or conversation with any officer, agent, or employee of the City shall affect or modify any of the terms and conditions.

8.02 Equipment. If this bid is for the purchase of equipment, the Bidder guarantees that the equipment offered is standard new equipment, latest model or regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

8.03 Material Preference. The specifications, as listed herein, represent our preference in material; however, we are fully cognizant that no two pieces of comparable material are identical and/or same in size, function, and operation; and some of the specifications will not completely coincide with ours as listed. Complete the form provided in the project specifications and submit for review prior to last day for substitution requests. It is not our intent to write specifications for any project on which only one proponent can submit a bid.

8.04 Changes after Award. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the procurement division; otherwise, the responsibility for such changes shall be with the Bidder.

9.0 MODIFICATIONS:

9.01 Additional Work. The bid shall not contain any unauthorized additions. No additional work shall be allowed or paid for unless such extra or additional work is ordered in writing by the procurement division and with the price for such established and agreed upon before such extras are delivered or work is performed.

9.02 Adjustments to Items/Work. The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

10.0 BOND REQUIREMENTS:

10.01 Bid Bonds. If required, Bidder shall supply a bid bond of 5% of the total bid amount to be submitted with the bid package. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement.

10.02 Performance/Payment Bonds. The successful Bidder, at its own cost and expense, shall furnish, if required, a valid performance and payment bond (payable to the City of Myrtle Beach). The bond shall be in the full amount of this agreement conditioned on the full and faithful performance of the work under this agreement in accordance with the specifications and contract documents. Bonds are required if the contract work is valued at \$25,000.00 or more for construction and/or any type of service related requirement. The performance and payment bonds shall be executed by the contractor and a bonding company authorized to do business in the State of South Carolina and approved by the State of South Carolina to issue such performance and payment bonds. Bonds must be received within ten (10) calendar days from the date and time of notification of award. Only the forms provided by the City for the performance and payment bonds shall be accepted.

11.0 DELIVERY:

11.01 Delivery Price. Bid prices are to be Delivered Price (FOB Destination). Bid prices must include all delivery costs, including but not limited to, loading and unloading cost(s), transportation charge(s) and fuel surcharge(s). The City of Myrtle Beach shall not be responsible for any demurrage charge(s).

12.0 AWARD CRITERIA/TIMELINE:

12.01 Award Criteria. For service and supply-related requirements, the award shall be made within the time specified to the responsible Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use.

The following criteria may also be used in making this determination:

- A. Superior quality and specification adherence
- B. Adequate maintenance and service
- C. Delivery and/or completion time
- D. Guarantees 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 proponent's equipment by other agencies, plants, and firms

Evaluation factors, if required, shall be stated in either a percent basis or a numerical format.

12.02 Contract Issuance. The award of a contract is accomplished by executing a written agreement that incorporates the entire bid, Bidder's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Bidder agrees to accept the contract terms unless substantive changes are made without the approval of the Bidder. Bidder shall not add any provisions reserving the right to accept or reject an award. The procurement office is the sole point of contact for the issuance of the contract.

12.03 Commencement of Work. Upon execution and delivery of the contract and insurance certificates, the Bidder shall be notified to proceed with the work of the contract. The work of the contract shall be commenced as specified in the Notice to Proceed. The performance period shall be from date of issuance of Notice to Proceed through forty-five (45) calendar days. Contract prices shall remain firm for the duration of the contract period. The City of Myrtle Beach reserves the right to adjust the performance period to meet the best interests of the City. Any such adjustment will be made in writing through the Procurement Office.

12.04 Contract Timeline. In the event the successful Bidder fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the bid, the bid may be revoked, and all obligations of the City in connection with the bid may be canceled.

12.05 Notification. Bid tabulations shall be available on-line at www.cityofmyrtlebeach.com/purchasing.html. Winning Bidder shall be notified five (5) City business days after bid tabulations are posted.

12.06 City Business License. The successful Bidder must obtain a City of Myrtle Beach business license in order to conduct business within our city. A business license is not

required to submit a bid; however, any bidder that receives an award under this bid shall be required to obtain a City business license before work can begin. For further information on obtaining a city business license, contact the City Business License Office at 843-918-1200.

13.0 BIDDER RESPONSIBILITIES:

- 13.01 Duration of Bid.** Bid prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the bid. The successful bid shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified bid time. Price decreases or changes in terms by others after the acceptance of a bid shall not be considered.
- 13.02 Transfer of Responsibilities.** The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.
- 13.03 Drug-Free Workplace.** In accordance with the provisions of the Drug-Free Workplace Act, the City of Myrtle Beach shall promote a drug-free workplace. Illegal drugs or narcotics in the workplace are strictly prohibited. The manufacture, possession, use, and/or distribution of a controlled substance of any kind while working on City property is subject to disciplinary action up to and including immediate discharge. As such, Bidders are required to insure that a drug-free workplace is provided in the performance of any City contracts. By submitting a bid, Bidder certifies that, if awarded the contract, they and their subcontractors shall comply with the City's Drug-Free Workplace Policy. The failure of any Bidder to uphold and enforce this policy is subject to termination of contract.
- 13.04 Subcontractors.** The contractor shall be wholly responsible for the performance of all subcontractors and for their acts and omissions, and those of persons either directly or indirectly employed by the contractor, and the fact that subcontractors are subject to the approval of the City of Myrtle Beach shall not affect the contractor's responsibility in this regard. The Bidder shall bind every subcontractor to all terms and conditions anywhere contained in the contract documents as far as applicable to the work of such subcontractor so that the subcontractor assumes toward the contractor and toward the work all the obligations and responsibilities that the contract assumes toward the City as to the performance of the subcontractor's portion of the work.
- 13.05 Coordination and Contact.** The selected Bidder shall be required to assume responsibility for coordination, engineering, delivery, installation, and maintenance of all equipment, software and services offered in their bid, whether they are the manufacturer or producer of them. Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or their right, title, or interest therein without prior written consent of the City. Further, the City of Myrtle Beach shall consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all

charges resulting from the lease or purchase of the entire service equipment and software configuration, when applicable. Only service and equipment offered by Bidders who have installed similar systems of comparable size shall be considered. All service and equipment offered shall be in current standard production and of the latest design.

13.06 Liquidated Damages. If the Bidder fails to deliver the supplies or perform the services within the time specified in the contract, the Bidder shall, in place of actual damages, pay to the City of Myrtle Beach liquidated damages of five hundred dollars (\$500.00) per calendar day of delay. If the City terminates the contract, in whole or in part, the contractor is liable for liquidated damages accruing until the City reasonably obtains delivery or performance of similar supplies or services from an alternate bidder. These liquidated damages are in addition to excess costs of repurchase due to contract termination. The Bidder shall not be charged with liquidated damages when the delay in delivery or performance is documented to be beyond the control and without the fault or negligence of the Bidder.

13.07 Force Majeure. Neither party shall be held responsible for failure to perform the responsibilities imposed by this bid due to circumstances beyond reasonable control, including natural forces (fires, floods, tsunamis, hurricanes, tornadoes, earthquakes), political unrest (military action, embargoes, acts of terrorism, war), civil unrest (insurrections, riots, strikes, rebellions), public health crises (epidemics, pandemics), acts of God, and/or orders of any governmental authority having jurisdiction over such.

14.0 INDEMNITY CLAUSE:

14.01 Hold Harmless. The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Myrtle Beach, its officers, representatives, departments, agencies, employees, and agents, free and harmless from and against any and all claims, losses, damages, fines, penalties, demands, actions, suits, settlements, costs, charges, fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with the breach by the Contractor of any covenant or condition hereunder, or the negligence or willful misconduct of the Contractor or any of its employees or agents or the fault of the manufacturer of goods supplied by the Contractor. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend at its expense, any claim, loss, or action arising out of or related to a breach of the contract and/or any related covenant or condition thereunder, and/or any negligence or willful misconduct of the Contractor, its employees or agents. This obligation shall extend to and include, all litigation costs, court costs, and reasonable attorney fees incurred by the City in response to such claims.

14.02. Failure to Enforce. Failure by the City at any time to enforce the provisions of the bid shall not be construed as a waiver of any provisions. The failure to enforce shall not affect the validity of any part of the bid.

15.0 FEDERAL AND STATE LAWS:

15.01 Employment Regulations. Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to this bid and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve-month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

- A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or
- B. To employ only workers who:
 - 1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles; or
 - 2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements; or
 - 3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.

15.02 Ethics of Employees. The Contractor shall exercise due diligence to detect and prevent criminal character conduct and otherwise promote an organizational culture that encourages ethical behavior and a commitment to compliance with the law. To that end, for any service related contract, the Contractor must provide their employees with ethics awareness training to ensure professional attitude and conduct while working on City property.

15.03 Nondiscrimination in City Contracts. Any Bidder that enters into a contract for goods or services with the City of Myrtle Beach or any of its boards, agencies, or departments shall implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status; however, some conditions may be a bona fide occupational qualification reasonably necessary for the completion of this bid. Bidder shall not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. Furthermore, Bidder agrees to incorporate the foregoing provisions in all subcontracts entered into with suppliers, subcontractors, and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services.

15.04 Compliance with Laws. The Bidder shall, in the performance of work under this bid, fully comply with all applicable federal, state, county, or municipal laws, rules, regulations, or ordinances, and shall hold the City harmless from any liability resulting from failure of such compliance.

16.0 FINANCIAL ACCOUNTING:

16.01 Availability of Funds. Unless cancelled prior to the bid opening date, all bids received on time will be opened as indicated in the solicitation and the names will be indicated on the bid tab. The City's obligation under this requirement is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise until funds are made available and until the Bidder receives notice of such availability from the City's Procurement Division. If funding is not made available, the IFB will be cancelled.

16.02 Representation. The selected Bidder shall assign a competent account representative acceptable to the City of Myrtle Beach who shall represent the Bidder in providing contracted services to the City. The account representative shall maintain accurate and detailed records, correspondence, and accounts relating all parts of the bid. Records shall be kept in accordance with sound, generally accepted accounting principles. The City shall have the right to audit all records pertaining to the costs incurred under this bid. If the account representative is removed by the Bidder, the new representative must be acceptable to the City.

17.0 BID REJECTION/DISQUALIFICATION/WITHDRAWAL:

17.01 Reasons for Rejection. The City of Myrtle Beach may reject a bid if:

- A. The Bidder misstates or conceals any material fact in the bid; or if,
- B. The bid does not strictly conform to the law or requirements of the bid; or if,
- C. The bid is conditional, except that the Bidder may qualify his/her bid for acceptance by the City on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.

17.02 Best Interest of City of Myrtle Beach. The City may, however, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any bid.

17.03 Determination of Responsibility. The City may make such investigation as it deems necessary to determine the ability of a Bidder to furnish the required goods/services, and the Bidder shall furnish to the City any requested information and data for this purpose at the Bidder's expense. Information requested may include, but not be limited to: financial statements, credit ratings, criminal histories, references, records of past performance, and/or on-site inspections. The City reserves the right to reject any Bidder if the evidence fails to satisfy the City that such Bidder is properly qualified to carry out the terms of this bid.

17.04 Disqualification. Any of the following factors may be considered just cause to disqualify a bid without further consideration: evidence of either direct or indirect collusion among bidders in regard to the amount, terms, or conditions of the bid; attempts to improperly influence any member of the evaluation team; evidence of bidder's inability to successfully complete required responsibilities and obligations of the bid; existence of any lawsuit, unresolved contractual claim, or dispute between the bidder and the City; and/or default under any previous agreement with the City that resulted in the termination of the agreement.

17.05 Withdrawal Timeline. Bids may be withdrawn on a written request, received from Bidders prior to the bid closing date and time. Negligence on the part of the Bidder in preparing the bid creates no right for withdrawal of the bid after the bid has been opened. No modifications, clarifications, or explanations of any bids shall be allowed after the date and time of closing.

18.0 DISPUTES AND PROTESTS:

18.01 Informal Dispute Resolution. A Bidder who has a concern with a decision made by the Procurement Agent or designee, shall first inform the Procurement Agent, or designee, within five (5) calendar days after the date the City posts a bid tab on the City's website stating its intention to make a contract award, or the contract is awarded, whichever occurs first, unless the bid document specified a shorter time period. The Procurement Agent or designee shall discuss the issue(s) with the Bidder in an attempt to resolve the dispute.

18.02 Formal Dispute Resolution. A Bidder who has a dispute that cannot be resolved by informal efforts may file a written protest with the City of Myrtle Beach in connection with any of the following:

- A. A solicitation or other request for a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- B. An award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services.
- C. A termination or cancellation of the award of a contract or agreement for the acquisition of materials, supplies, equipment, and/or services if the objection is based, in whole or in part, on the allegation that the award of the contract or agreement was improper.

18.03 Procedures/Timelines. A formal protest may be filed in the following manner:

- A. A protest must be submitted in writing, filed by an Interested Party, and addressed to the Procurement Agent or designee. An e-mail is not acceptable as a written protest.
- B. The protest must be signed by an authorized agent or representative of the Interested Party.
- C. An administrative fee shall be submitted with the written protest and shall be made in the form of a certified check or money order made payable to the City of Myrtle Beach. The administrative fee will be calculated as five percent (5%) of the protestor's bid amount. In a case where the protestor did not submit a

bid, the administrative fee will be calculated as five percent (5%) of the lowest responsive and responsible bid received by the City. The Administrative fee shall be returned if the protest is upheld; otherwise the fee is non-refundable.

- D. Within five (5) calendar days of discussing the dispute with the Procurement Agent or designee, the written protest and administrative fee must be received by the Procurement Agent or designee. A protest received after the five (5) calendar days, or without the appropriate administrative fee, will not be considered.
- E. The written protest shall include:
 - 1. The name and address to which certified mail is received on behalf of the protestor.
 - 2. An appropriate identification of the solicitation, and if a contract has been awarded, the contract number.
 - 3. A complete statement of the reasons for the protest, including exhibits, documents, or other evidence in support of the reasons for the protest.
 - 4. A request for a remedy sought by the protestor.
- F. Upon receipt of the protest, the Procurement Agent or designee shall promptly deliver a copy of the protest to the City Attorney, and notify the Director of Financial Services and any/all other representatives of City departments associated with the solicitation.

18.04 Stay of the Procurement. When a protest has been timely and appropriately filed before the award of a contract or agreement, the contract or agreement shall not be awarded unless the Procurement Agent or designee determines that the award of the contract or agreement during the pendency of the protest is necessary to protect substantial interests of the City.

When a protest has been timely and appropriately filed after the award of a contract or agreement, the Procurement Agent or the designee shall direct the contractor not to engage in any further performance of the contract or agreement, unless the Procurement Agent or designee determines that the performance under the contract or agreement during the pendency of protest is necessary to protect substantial interest of the City.

18.05 Confidentiality of Information. The Procurement Agent or designee shall, upon written request, make available to any other interested party information submitted that bears on the substance of the protest, except where information is proprietary, confidential, or otherwise permitted or required to be withheld from disclosure by law or regulation. Persons or other entities that are involved in the protest that want to keep information submitted by them as confidential should request that the information not be disclosed by specifically identifying the confidential information within the documents submitted by indicating on the front page of each document that it contains confidential information.

18.06 Post-Filing Formal Protest Process. Once a protest has been filed appropriately, the Procurement Agent or designee may, in its sole discretion, may engage in any or all of the following:

- A. Hold a conference between all parties to the protest in which resolution options are explored.

- B. Conduct an investigation of the merits of the protest allegations.
- C. Order the parties to the protest to engage in certain methods of discovery and set limits in terms of discovery scope and time.
- D. Schedule and conduct a protest hearing.

The Procurement Agent or designee will render a decision on the merits of the protest after engaging in some or none of the activities listed above.

18.07 Formal Protest Decision Timeline and Notification. A decision on a protest shall be made by the Procurement Agent or designee as expeditiously as possible, but no later than ten (10) City of Myrtle Beach business days after receiving the protest. In determining the protest, the Procurement Agent or designee may terminate the contract or agreement, issue a new solicitation or other request for contract or agreement, or award a contract or agreement. The protest decision shall be mailed to the protester by certified mail, return receipt requested.

18.08 Appeals. To the extent permitted by law or court rules regarding appeals, an appeal of the decision regarding the protest may be made to a court of competent jurisdiction within the time set forth in the Rules.

19.0 CITY RESERVED RIGHTS:

19.01 Reserved Rights. The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the bids submitted
- B. To reject any and all bids, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Bidder who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Bidder.
- F. Only the evaluation factors specified in this solicitation shall be used as a basis for award.

19.02 Final Judgment. If any doubt or difference of opinion arises between the City of Myrtle Beach and the Bidder as to the interpretation of this request for bid, the decision of the City shall be final and binding upon all parties.

19.03 Clarification. The City of Myrtle Beach reserves the right to obtain clarification on any point in the Bidder's bid. The failure of the Bidder to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware shall be provided at no cost to the City. The City is not obliged to evaluate any or all products.

- 19.04 Loss/Damage.** The City of Myrtle Beach shall not be responsible for the loss or damage of any items during the IFB process.
- 19.05 Performance Failure.** In the event that the Bidder fails to perform any material obligations, the City of Myrtle Beach reserves the right to give the Bidder written cure notice of such failure. The Bidder shall then have five (5) calendar days to resolve the failure. If the failure is not resolved within five (5) calendar days, the City reserves the right to withhold all money that is due and payable to the Bidder. Such a remedy is in addition to other remedies that might be available to the City. Moreover, the City reserves the right to terminate the contract if the Bidder exceeds the five (5) calendar days of non-performance without the approval of the procurement manager.
- 19.06 Termination for Convenience.** The City of Myrtle Beach reserves the right to terminate the contract with the Contractor when it is in the best interest of the City. If the contract is so terminated, the City shall provide the Contractor with thirty (30) calendar days written notice and shall compensate the Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination of convenience.
- 19.07 Termination for Default.** The performance of work under this bid may be terminated by the City in whole, or in part, upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or whenever the City determines that termination is in the City's best interest. Any such termination shall be communicated by a written notice of default, delivered to the Bidder, at least fifteen calendar (15) days before the date of termination, specifying the extent to which performance of the work is terminated, and the date upon which such termination becomes effective. The City of Myrtle Beach shall be entitled to recover all fees, costs, claims, or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims, or damages.

If the City, in its discretion, determines that the Contractor's breach constitutes a threat to public health, safety, or welfare of any person, or causes willful or negligent damage to City property, the City may terminate the contract immediately, without cure or show cause, effective upon notice in writing to the Contractor. In addition to any other remedies provided by law, the Contractor shall be responsible for all costs incurred by the City as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

- 19.08 Correction of Minor Informalities.** Prior to the notice of award to any bidder, the City of Myrtle Beach may elect to waive minor informalities or allow the bidder to correct them. Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. If minor informalities or bid mistakes are noted, the bidder shall have no

more than five (5) City business days to make necessary corrections. In the event that corrections are not acceptable or not received, the City may reject the bid.

20.0 ADA COMPLIANCE:

20.01 Contact Information. Questions concerning the bid requirements, drawings, specifications, or other contract documents should be directed in writing to the procurement buyer shown on the front page of this bid package. If you need disability-related accommodations, please contact (843) 918-2170.

21.0 SIGNATURES:

21.01 Accuracy and Completeness. The authorized signer of the bid shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their bid for errors and omissions; that the prices stated in their bid are correct and as intended are a complete and correct statement of prices.

21.02 Non-Collusion. The authorized signer of the bid certifies that the bid is made without collusion or fraud, and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with their bid. Furthermore, the authorized signer certifies that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Prior compensated consulting shall not preclude a Bidder from making a bid.

21.03 Compliance. By signature below the Bidder affirms that they have examined, understands, and accepts all instructions, specifications, terms and conditions of this solicitation. No additional Bidder terms or conditions will be considered unless listed in the Additional Terms and Conditions section of this solicitation and accepted by the City. Bidder shall provide for appropriate insurance, deposits, and performance bonds if required, and shall comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Bidders as set forth in law are met.

Signature of Bidder

Date of Signing

Print Name of Bidder

If more convenient, tabulations are available for pick-up after final award. No bid tabulations will be faxed.

SPECIFICATIONS

INTENT

It is the intent of this IFB to select a Contractor to construct American Disability Act (ADA) compliant ramps at seven (7) intersections on Ocean Boulevard, Myrtle Beach, SC 29577.

The successful Contractor shall provide all materials, supplies, parts, tools, equipment, labor, supervision, transportation, and all other items necessary to perform the work required under this contract within **forty-five (45) days** of the issuance of the Notice to Proceed.

SITE VISITS

It shall be the responsibility of bidders to make all examinations and investigations necessary to thoroughly inform themselves regarding the work to be performed as required by the conditions set forth in this IFB and to obtain any/all information needed to satisfactorily perform the required work. No plea of ignorance by a bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations or failure to fulfill, in every detail, the requirements of the contract will be accepted as a basis for varying the requirements of the City or for compensation to the successful bidder.

A mandatory pre-bid meeting to review all work covered in this contract will be held at the date, time, and location(s) indicated on the first page of this IFB. On-time attendance is required for bid consideration.

SCOPE OF WORK

The Contractor will be responsible for the demolition and disposal of existing concrete and curbs at the designated intersections and replacement of the intersections with ADA compliant sidewalk ramps. If any existing asphalt is removed from the site to form the new curb and gutter, the new asphalt must be HMA only. Cold patch work shall not be conducted in the work of this project.

The Contractor will be required to remove and re-install existing signs and bollards as needed to maintain access to the work site as well as re-seeding any lawn areas disturbed during the work of this project. Any property damages, public or private, must be repaired or replaced at the Contractor's expense including, but not limited to: irrigation lines/heads, water lines, and electrical wiring.

All debris, concrete, and excess soils are to be cleaned and the City must inspect and approve each site prior to starting another site.

TRAFFIC CONTROL PLAN

Traffic control plans must be in compliance with SCDOT Standard Specifications as well as the South Carolina Manual on Uniform Traffic Control Devices latest edition unless the City authorizes, in writing, otherwise. The Contractor shall furnish, install, maintain, relocate, and remove signs, traffic cones, barrels, barricades, warning lights, flaggers, conflicting pavement marking lines, and other traffic control devices which are used for the purpose of regulating, warning, or directing traffic during construction of this project. Any street signs removed during the work of this project must be replaced the same day.

SPECIFICATIONS (continued)

DEMOLITION

The Contractor shall raze, remove, and dispose of all structures and obstructions which are identified on the project, except utilities, structures and obstructions removed under other contractual agreements or as otherwise provided for in this IFB and salvable material designed to remain the property of the City. Removal of signs shall include removal of posts, footings, pedestals, sign panels, and brackets. Concrete adhering to salvable signposts shall be removed. Removal of sign panels shall include removal of the panel and its attachment hardware from the existing installation and adjusting the spacing of the remaining panels.

All concrete pavements, sidewalks, structures, curbs, gutters, etc., designated for removal shall be disposed of off-site by the Contractor at the Contractor's expense. Sawing of concrete and asphalt shall be done to a true line, with a vertical face, unless otherwise specified. The minimum depth of a saw cut shall be 2 inches. For reinforced concrete, the minimum depth shall be 2 inches, or to the depth of the reinforcing steel, whichever occurs first.

The Contractor shall not demolish more than can be replaced the following date. If a sidewalk is not poured back the same day, it must have the appropriate safety precautions in place.

CONCRETE PAVING

Sidewalks within public right-of-ways shall be 5 feet minimum in width or match existing width, with a thickness of 6 inches 4,000 PSI with Fiber Mesh. No cold joints except at expansion joints. Sidewalks must comply with all current ADA regulations.

The Contractor shall use the following materials of same type, brand, and source throughout this project:

- Portland Cement: ASTM C 150/C 150M, gray Portland cement type III
- Fly Ash: ASTM C 618, Class F
- Slag Cement: ASTM C 989/C 989M, grade 100 or 120
- Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, Portland blast-furnace slag cement

Normal-Weight Aggregates: ASTM C 33/C 33M, class 4M uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving application and service conditions using similar aggregates and cementitious materials.

- Maximum coarse-aggregate size: 1-1/2 inches (38mm) nominal
- Fine aggregate: free of materials with deleterious reactivity to alkali in cement

Exposed Aggregate: selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate. Aggregate sizes shall be 3/4 to 1 inch (19-25mm) nominal

Chemical Admixtures: admixtures certified by manufacturer to be compatible with other admixtures and to contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

- Water-reducing admixture: ASTM C 494/C 494M, type A
- Retarding admixture: ASTM C 494/C 494M, type B
- Water-reducing admixture: ASTM C 494/C 494M, type D
- High-range, water-reducing admixture: ASTM C 494/C 494M, type F
- High-range, water-reducing and retarding admixture: ASTM C 494/C 494M, type G
- Plasticizing and retarding admixture: ASTM C 1017/C 1017M, type II

SPECIFICATIONS (continued)

Fiber Reinforcement

- A. Synthetic Fiber: monofilament polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C 1116/C 116M, type III, ½ to 1-½ inches (13 to 38 mm) long.
- B. Synthetic Fiber: fibrillated polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C 1116/C 1116M, type III, ½ 1-½ inches (13 to 38 mm)

Curing Materials

Curing materials shall meet the following requirements:

- A. Absorptive Cover: AASHTO M 182, class 3, burlap cloth made from jute or kenaf, weighing approximately 9oz/SY dry or cotton mats
- B. Moisture-retaining cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet
- C. Water: potable
- D. Evaporation retarder: waterborne, monomolecular, film forming, manufactured for application to fresh concrete
- E. Clear, waterborne, membrane-forming curing compound: ASTM C 309, type 1, class B, dissipating
- F. White, waterborne, membrane-forming curing compound: ASTM C 309, type 2, class B, dissipating

Related Materials

- A. Joint fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Slip-resistive aggregate finish: factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Epoxy-bonding adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of types I and II, non-load bearing, types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- D. Chemical surface retarder: water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
- E. Pigmented mineral dry-shake hardener: factory-packaged, dry combination of Portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use of color pigments that are finely ground, non-fading mineral oxides interground with cement.

SPECIFICATIONS (continued)

Concrete Mixtures

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
 - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method
 - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

- B. Cementitious materials: use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of Portland cement, which would otherwise be used, by not less than 40%. Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:
 - 1. Fly Ash or Pozzolan: 25%
 - 2. Slag Cement: 50%
 - 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50% with Fly Ash or Pozzolan not exceeding 25%

- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
 - 1. 5 ½% plus or minus 1 ½ percent for 1 ½ inch (38mm) nominal maximum aggregate size.
 - 2. 6% plus or minus 1 ½ % for 1 inch (25mm) nominal maximum aggregate size.
 - 3. 6% plus or minus 1 ½ % for ¾ inch (19mm) nominal maximum aggregate size.

- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15% by weight of cement.

- E. Chemical admixtures: use admixtures according to manufacturer's written instructions

- F. Synthetic fiber: uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/CY.

- G. Concrete Mixtures: normal-weight concrete
 - 1. Compressive Strength (28 days): 4,000 psi
 - 2. Maximum W/C ratio at point of placement: 0.50
 - 3. Slump limit: 6 Inches (150mm), plus or minus 1 inch (25mm)

Concrete Mixing

- A. Ready-Mixed concrete: measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116/C 116M. Furnish batch certificates for each batch discharged and used in the work.

- B. Project-Site mixing: measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

SPECIFICATIONS (continued)

Examination

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

- B. Compact prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding. Subbase shall be 6 inches of compacted GABC
 - 1. Completely compact subbase in one direction and repeat in perpendicular direction
 - 2. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of ½ inch (13mm)

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

Preparation

Remove loose material from compacted subbase surface immediately before placing concrete.

Edge Forms and Screed Construction

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

Joints

General: form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

Construction joints: set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

Isolation joints: form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

- 1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
- 2. Extend joint fillers full width and depth of joint.
- 3. Terminate joint filler not less than ½ inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
- 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
- 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
- 6. During concrete placement, protect top edge of joint filler with metal, plastic or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

SPECIFICATIONS (continued)

Contraction joints: form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least ¼ of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving. Contraction joints shall be 5 feet OC unless otherwise indicated. No cold joints except at expansion joints.

1. Gooved joints: form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool at ¼ inch (6 mm), 3/8 inch (10 mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
2. Saws joints: form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 inch (3 mm) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a ¼ inch (6 mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

Concrete Placement

- A. Before placing concrete, inspect and complete formwork installation.
- B. Remove snow, ice, or frost from subbase surface before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed-water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and gutters: use design mixture for automatic machine placement. Produce curbs and gutter sots required cross section, lines, grades, finish, and jointing.

SPECIFICATIONS (continued)

- K. Slip-Form paving: use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

Float Finishing

Do not add water to concrete surfaces during finishing operations. Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

Medium-to-fine-textured broom finish: draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

Detectable Warning Installation

Blockouts: form blockouts in concrete for installation of detectable paving units. Tolerance for opening size: plus ¼ inch (6 mm), no minus.

Cast-in-Place detectable warning tiles: Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete immediately after screeding concrete surface.

Concrete Protection and Curing

Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. The Contractor shall comply with ACI 306.1 for cold-weather protection.

The Contractor shall apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/SF x H before and during finishing operations. Apply according to the manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

Cure concrete by moisture curing moisture-retaining-cover curing, curing compound or a combination of these as follows:

- A. Moisture curing: keep surfaces continuously moist for no less than seven days with the following materials:
 1. Water
 2. Continuous water-fog spray
 3. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12 inch (300 mm) lap over adjacent absorptive covers
- B. Moisture-Retaining-Cover curing: cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

SPECIFICATIONS (continued)

- C. Curing compound: apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

Repair and Protection

The Contractor shall remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this section. Remove work in complete sections from joint to joint unless otherwise approved by the City.

The concrete paving shall be protected from damage. Traffic shall be excluded from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material.

CONCRETE CURB AND GUTTER

Materials

Concrete materials: Comply with requirements of applicable Division 3 sections for concrete materials, curing materials and others as required.

Forms: steel, wood, or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects. Use flexible spring steel forms or laminated boards to form radius bends as required. Coat forms with non-staining type coating that will not discolor or deface surface of concrete.

Joint fillers: resilient pre-molded bituminous impregnated fiberboard units complying with ASTM D 1751, FS HH-F-341, type II, class A; or AASHTO M 153, type I.

Mix Design

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing admixture, air-entraining admixture, and water to produce the following properties:

1. Compressive strength of 4,000 psi, minimum at 28 days, unless otherwise indicated.
2. Slump range of 2 inches to 4 inches maximum
3. Air entrainment at 5% to 8%

Inspection

Verify reinforcement and other items to be cast into concrete are accurately placed, held securely, and will not cause hardship in placing concrete.

Preparation

Form construction: set forms to required grades and lines, rigidly braced and secured. Clean forms after each use, coat with form release agent as often as required to ensure separation from concrete without damage.

SPECIFICATIONS (continued)

Concrete Placement:

1. Do not place concrete until subgrade and forms have been checked for line and grade.
2. Place concrete using methods which prevent segregation of mix.
3. Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.
4. Mechanical slip forms shall be placed to the proper string grade.

Joint Construction:

1. Weakened joints: provide joints at intervals of 10 feet maximum each way. The joint shall be made by cutting the concrete with a trowel or by other acceptable methods.
2. Expansion joints: preformed expansion joints $\frac{3}{4}$ or 1 inch thick, extending the full depth of the concrete curbing, shall be constructed at all radius points, junctions with existing concrete, inlets and manholes.

Place concrete continuously between predetermined expansion joints. Do not break or interrupt successive pours such that cold joints occur. Excessive honeycomb or embedded debris in concrete will not be acceptable. The Contractor shall notify the City upon discovery.

Finishing: broom finish by drawing fine-hair broom across concrete surface parallel to line of traffic. Repeat procedure if required to provide fine line texture.

Patching: the Contractor shall notify the City immediately upon removal of forms and/or patch imperfections.

Defective concrete shall be modified or replaced at the Contractor's expense. A field inspection and testing will be performed by the City prior to beginning another site.

TACTILE WARNING SURFACING

Project Conditions

The Contractor shall not use frozen materials or materials mixed or coated with ice or frost to include building on frozen subgrade or setting beds. The Contractor shall remove and replace unit paver work damaged by frost or freezing.

Warranty

The Contractor shall repair or replace components of tactile warning surfaces that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to: deterioration of finished beyond normal weathering and wear and separation or delamination of materials and components.

The warranty period shall be for a minimum of one (1) year from the date of substantial completion.

SPECIFICATIONS (continued)

Products

Accessibility requirements: comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces. For tactile warning surfaces composed of multiple units, provide units that, when installed, provide consistent side-to-side and end-to-end dome spacing that complies with requirements.

Source limitations: Obtain each type of tactile warning surfacing, joint material, setting material, anchor, and fastener from single source with resources to provide materials and products of consistent quality in appearance and physical properties.

Detectable Warning Unit Pavers

Solid paving units, made from normal-weight concrete with a compressive strength of not less than 5,000 psi, water absorption of not more than 5% according to ASTM C 140, and no breakage and no more than 1% mass loss when tested for freeze-thaw resistance according to ASTM C 67, with accessible detectable warning truncated domes on exposed surface of units. ADA approved truncated domes shall be installed at approaching street crossings.

A. Shapes and Sizes:

- a. The detectable warning tiles must be truncated dome "ADA" pavers shall be manufactured by "**Low Country Pavers**" located in Charleston, S.C. 7/8" x 3 7/8" in a thickness of 2 3/8".

B. Dome spacing and configuration: manufacturer's standard compliant spacing in manufacturer's standard pattern

C. Color: Red

Examination

The Contractor shall verify that pavement is in suitable condition to begin installation according to the manufacturer's written instructions and that installation of tactile warning surfacing will comply with accessibility requirements upon completion. The Contractor shall proceed with installation only after unsatisfactory conditions have been corrected.

Installation of Tactile Warning Surfacing

The Contractor shall prepare substrate and install tactile warning surfacing according to the manufacturer's written instructions unless otherwise indicated. Place tactile warning surfacing units in dimensions and orientation indicated and comply with location requirements of AASHTO MP 12.

Detectable warning tile installation on new sidewalks shall be placed in a concrete sunken base. The Contractor shall reference the attached SCDOT standard drawing details for the installation of detectable warning tiles.

Cleaning and Protection

The Contractor shall remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in the Section. Remove incomplete sections from joint to joint unless otherwise approved by the City. Replace using tactile warning surfacing installation methods acceptable to the City.

The tactile warning surfacing shall be protected from damage and maintain free of stains, discoloration, dirt, and other foreign material.

SPECIFICATIONS (continued)

SEEDING

Quality Assurance

The contractor shall provide seed mixtures in containers showing percentage of sowed mix, year of production, net weight, date of packaging, and location of packaging. Before acceptance of the seeding performed for the establishment of permanent vegetation, the Contractor will be required to produce a satisfactory stand of perennial grass whose root system shall be developed sufficiently to survive dry periods and the winter weather and be capable of reestablishment in the spring.

Delivery, Storage, and Handling

The Contractor shall deliver grass seed mixture in sealed containers. Seed in damaged packaging will not be accepted. Fertilizer shall be delivered in waterproof bags showing weight, chemical analysis, and the name of the manufacturer.

Soil Materials

The topsoil shall be excavated from the site and free of weeds.

Execution

All graded areas except those to be occupied by pavement, walks, buildings, gravel, rip-rap, or other surface shall be grassed. All disturbed areas which shall be undisturbed for three months or more shall be grassed. The seed bed shall be of loose soil. If necessary, light tilling shall be done to break up crusts and provide enough loose soil to cover the seed. The topsoil shall be graded to the finished grades specified.

Fertilizer and lime shall be uniformly distributed over the area in the quantities specified herein. During the grading operations, all stones, stakes, and wires that may be a hindrance to mowing operations shall be removed. Swale and ditch bottoms shall be seeded at double the rate specified above.

Inspection

The Contractor shall verify that prepared soil base is ready to receive the work of this Section. Beginning of installation means acceptance of existing site conditions.

Seeding New Lawns

The Contractor shall not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Sow seeds using a spreader or seeding machine. Seeding shall not be performed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over the entire area by sowing equal quantities in 2 directions at right angles to each other. Sow shall not be less than the quantity of seed specified or scheduled. Rake seeded lightly into the top 1/8 inch of soil, roll lightly, and water with a fine spray.

Seeded slopes shall be protected against erosion with erosion netting or other methods acceptable to the City. Erosion protection may also be conducted by spreading specified lawn mulch after completion of seeding operations. Spread uniformly to form a continuous blanket no less than 1 1/2 inches loose measurement over seeded areas.

SPECIFICATIONS (continued)

Reconditioning Existing Lawns

- A. Recondition existing lawn areas damaged by the Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
- B. Provide fertilizer, seed, and soil amendments as specified for new lawns, and as required, to provide satisfactorily reconditioned lawn.
- C. Provide new topsoil, as required, to fill low spots and meet new finish grades. Cultivate bare and compacted areas thoroughly to provide a satisfactory planting bed.
- D. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.
- E. Where substantial lawn remains, but is thin, mow, rake, aerate (if compacted), fill low spots, remove humps, and cultivate soil, fertilize, and seed. Remove weeds before seeding, or if extensive, apply selective chemical weed killers as required. Apply a seed bed mulch, if required, to maintain moist condition.

BID AWARD: Award will be made to the responsible bidder based on **unit pricing**. No partial bids allowed. Bid will be awarded on an "all or none" basis.

INVOICING: Invoicing shall be submitted upon completion of satisfactory inspections by the City. All invoices must reference the Service Agreement number, quantity, unit price, and extended price of each item purchased. Invoices shall be submitted to:

City of Myrtle Beach
Accounts Payable
PO Box 2468
Myrtle Beach, SC 29578-2468
Or emailed to: accountspayable@cityofmyrtlebeach.com

PRICE SCHEDULE

Item #	Description	Qty.	Unit of Issue	Unit Bid Price	Total Bid Price
1	Saw Cut Asphalt	22	LF	\$ _____	\$ _____
2	Saw Cut Concrete	9	LF	\$ _____	\$ _____
3	Select Backfill	1	CY	\$ _____	\$ _____
4	6" High Vertical Concrete Curb	6	LF	\$ _____	\$ _____
5	24" Curb & Gutter	22	LF	\$ _____	\$ _____
6	Asphalt Patch	14	SF	\$ _____	\$ _____
7	Brick Pavers to Include Concrete Base	25	SF	\$ _____	\$ _____
8	Expansion Joint	10	LF	\$ _____	\$ _____
9	Irrigation Repair	1	LS	\$ _____	\$ _____
10	Grass Seeding	1	LS	\$ _____	\$ _____
11	Sidewalk	60	SF	\$ _____	\$ _____
12	Demo	120	SF	\$ _____	\$ _____
Total Lump Sum for a Single ADA Compliant Ramp					\$ _____
Company Name: _____					
Authorized Signature: _____					
Email Address: _____					

BID BOND
IFB #24-R0009

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as Principal, and

_____ as SURETY are hereby held and firmly bound unto

_____ as OWNER, in the penal sum of

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted to the City of Myrtle Beach a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the _____.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

Hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND continued

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____ .

ATTEST:

Principal

Principal Secretary

[SEAL]

(Witness as to Principal)

By _____(s)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

PERFORMANCE BOND continued

NOTE: Date of Bond must be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PAYMENT BOND continued

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____ .

ATTEST:

Principal

(Principal) Secretary

[SEAL]

By _____ (S)

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

Surety Secretary

[SEAL]

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

**City of Myrtle Beach
INSURANCE REQUIREMENTS**

PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

AUTOMOBILE LIABILITY

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

WORKERS' COMPENSATION INSURANCE

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

EXCESS LIABILITY POLICY

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

POLICY ENDORSEMENTS

The following requirements shall apply to the policy(s) indicated below:

A. General Liability and Automobile Liability

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

B. Workers' Compensation

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

CERTIFICATES OF INSURANCE

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

INSURER LICENSING AND RATING

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

INSURANCE COVERAGE ADJUSTMENTS

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

HOLD HARMLESS

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges, professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

INSURANCE REQUIREMENTS continued

SAMPLE

<i>CERTIFICATE OF INSURANCE</i>				CERTIFICATE NUMBER		
PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.				
<i>COMPANIES AFFORDING COVERAGE</i>						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999		COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D				
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	<i>TYPE OF INSURANCE</i>	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	<i>Automobile Liability</i> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$
	<i>Garage Liability</i> <input type="checkbox"/> Any Auto		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$
A	<i>Workers Compensation</i> (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident EL Disease-Policy Ltd EL Disease-Ea Employee	\$ 500,000 \$ 500,000 \$ 500,000
	<i>Other</i>					
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Myrtle Beach Attn: Procurement Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
<i>INSURANCE AGENT SIGNATURE</i>						

ADDITIONAL TERMS AND CONDITIONS

1. Include with your bid at least three (3) references of similar products provided by your company. Telephone number and person to contact must be included for bid consideration.

1) _____

2) _____

3) _____

2. List any exceptions to specifications:

BID AND SIGNATURE DOCUMENT
Bid Number: 24-B0009

The undersigned, as bidder, declare that we have examined all bid documents contained herein and will contract, thereon, with the City of Myrtle Beach (hereinafter referred to as the "City") and do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the bid documents. (If no addenda have been received, please place a zero in the space provided.)

In addition, we propose to furnish the following services in strict conformance to the bid specifications and bid invitation issued by the City of Myrtle Beach for this bid. Any exceptions are clearly noted as required.

We understand that any false statement made to meet any requirements may result in contract cancellation or initiation of action under federal or state laws, or both.

Bidder – Company Name

Mailing Address

Remittance Address (if different from mailing address)

Telephone Number

Fax Number

E-mail

Authorized Signature

Date

Addenda Numbers Received: _____

Printed Name: _____

City Business License Number: _____

South Carolina Sales Tax Registration Number: _____

If no SC Sales Tax Number, please give reason: _____

Federal Tax ID Number (FEIN): _____



First in Service

CITY OF MYRTLE BEACH LOCAL VENDOR PREFERENCE TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro Counties).

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have had a City of Myrtle Beach Business License a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: _____ Date issued: _____
***NOT Horry County License Number**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____

(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: _____ County: _____
(Name of County)

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

LOCAL VENDOR PREFERENCE continued

Bid Amount	Within City Limits	Within Horry County	Within NESAs Area
From \$7,500.01 to \$25,000.00	5% of Bid	4% of Bid	3% of Bid
\$25,000.01 and up	\$500.00 plus 4% of amount above \$25,000.00 with the maximum being \$2,000.00 including the \$500.00	\$400.00 plus 3% of amount above \$25,000.00 with the maximum being \$1,800.00 including the \$400.00	\$300.00 plus 2% of amount above \$25,000.00 with the maximum being \$1,600.00 including the \$300.00

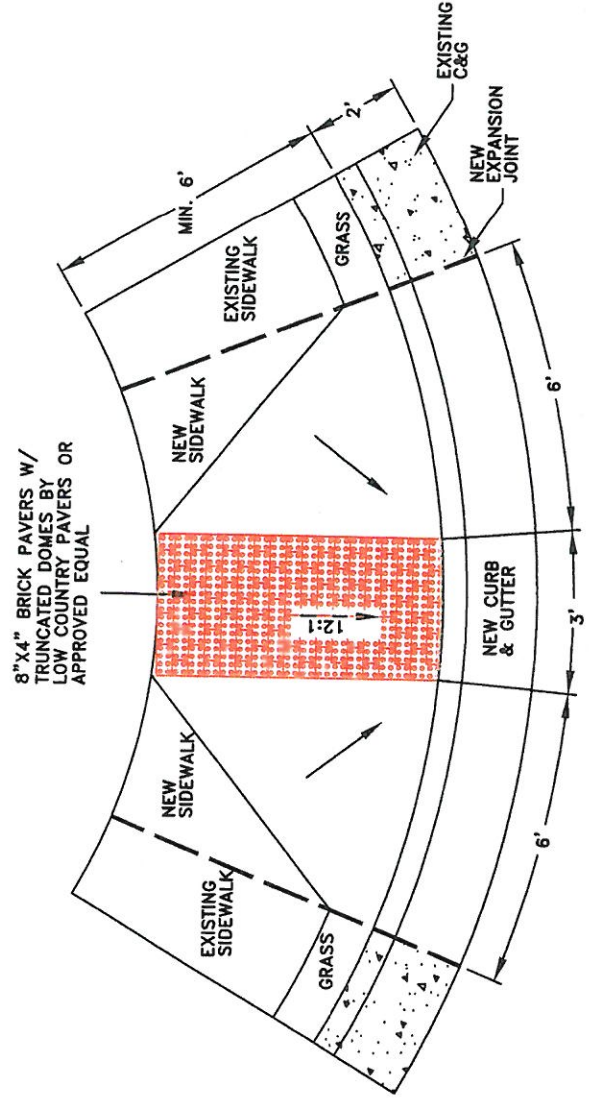
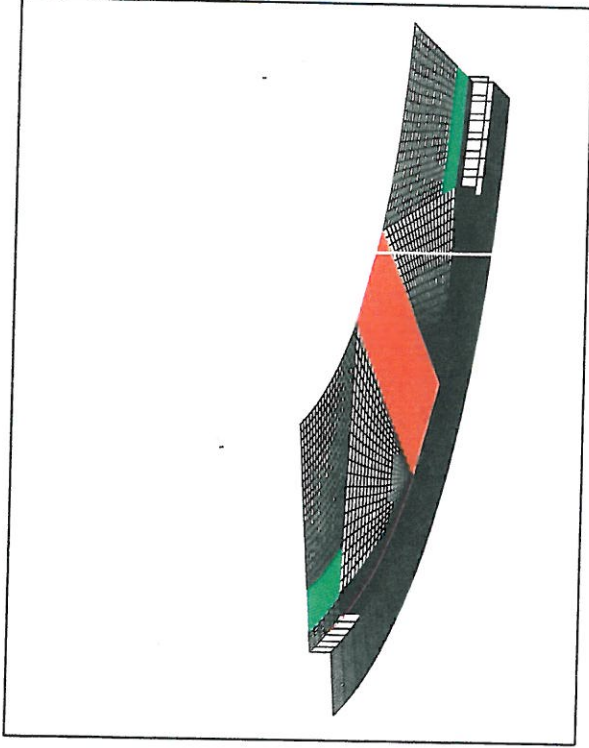
If company/individual performs services on City property a Certificate of Insurance **must be** provided prior to commencement of work meeting requirements of the City.

The vendor must submit this copy of the Local Vendor Preference Certificate with their bid.

An eligible business shall maintain such status throughout the term of any contract with the City. Failure to maintain such status or to keep current on all fees and taxes owed the City shall be grounds to terminate the contract.

SIDEWALK NOTES

1. SHALL BE MIN. OF 5' OR MATCH EXISITNG. THICKNESS SHALL BE 6"
2. CONCRETE SHALL BE MIN. OF 4000 PSI Fiber Mesh
3. SUBGRADE MUST BE CLEAN AND COMPACTED
4. CONTRACTION JOINTS SHALL BE PLACED AT 5' O.C.
5. NO COLD JOINTS EXCEPT AT EXPANSION JOINTS
6. CONC. COMPRESSIVE STRENGTH AT 28 DAYS = 4000 PSI
7. SIDEWALK SLOPE SHALL BE 2% OR LESS
8. ADA RAMP SLOPE SHALL BE 12:1 OR LESS



City of Myrtle Beach
P.O. BOX 2468
Myrtle Beach, SC 29578-2468

Scale

ADA Ramps
Ocean Blvd.
Myrtle Beach, South Carolina

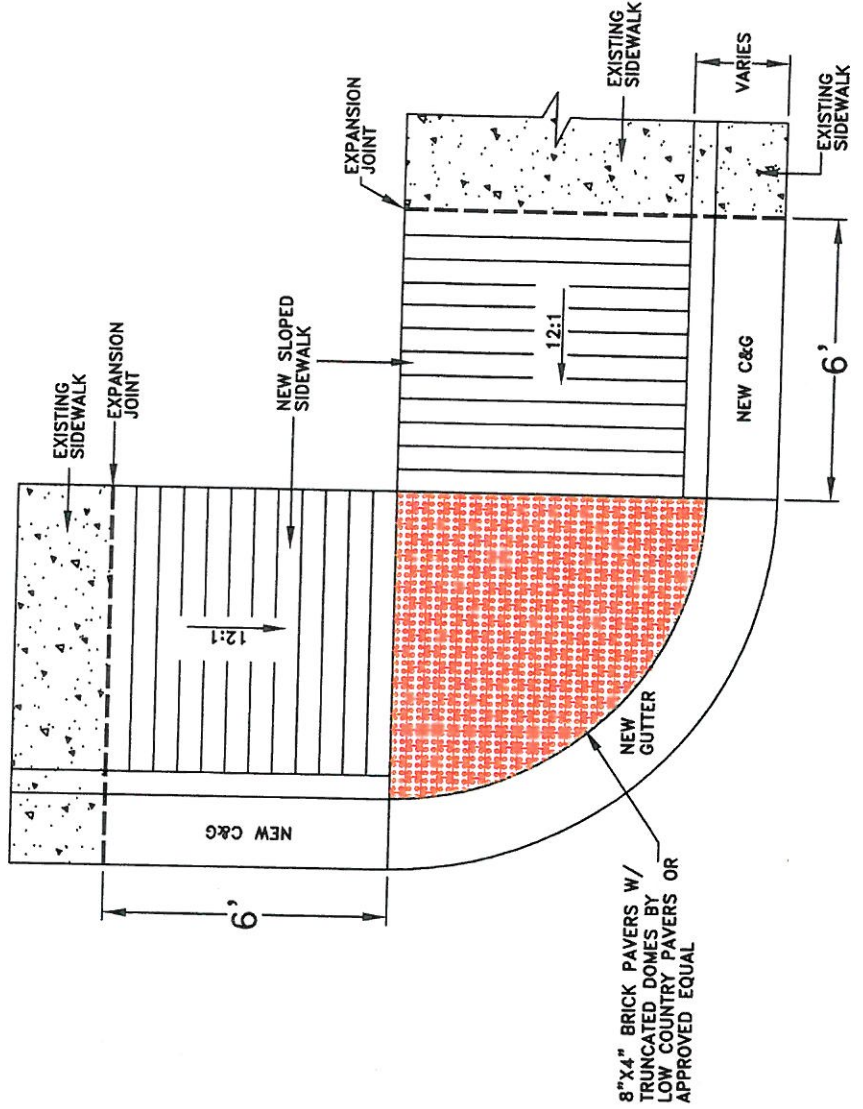
No.	Revision/Issue	Date

Project	OB-ADA-001
Date	9-10-2011
Scale	N.T.S.
Design By	P.N.S.
Drawn By	P.N.S.

Sheet
A-3

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Sea

ADA Ramps
Ocean Blvd.
Myrtle Beach, South Carolina

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