



REQUEST FOR BIDS Improvement to Town of Ware Shoals Roads 2025

**REQUEST ISSUED: October 07, 2025
PROPOSALS DUE: November 14, 2025, 5:00 P.M.**

1. INTRODUCTION

The town of Ware Shoals is requesting sealed proposals from qualified contractors for providing Improvements to the town of Ware Shoals Streets.

2. BACKGROUND

The town of Ware Shoals is located near the intersections of US Highway 25 and SC Highway 252 in the upstate of South Carolina. The town has a population of approximately 1,600 and is known for its rich history, local industry, and scenic views along the Saluda River. Ware Shoals offers a peaceful small-town atmosphere with access to nearby cities like Greenwood and Greenville.

3. SUBMISSION OF PROPOSALS

Detailed proposals are to be submitted and are to be delivered to the Town of Ware Shoals no later than 5:00 P.M., on November 14, 2025. **All bids must be submitted in sealed envelopes marked sealed proposal in the lower left hand corner referencing bid # Town of Ware Shoals Road Improvements 2025-10-07.** Proposals are to be mailed or delivered to:

**Morgan Hunt
Town Clerk
Town of Ware Shoals
8 Mill St.
Ware Shoals, SC 29692**

All proposals that have been received will be opened and publicly read at the date and time of the deadline established above. Any proposals received after the deadline will be returned unopened to the submitting vendor. Faxed or e-mailed proposals **will not** be accepted. **The Town will also include the South Carolina State Contract as determined by the South Carolina Budget and Control Board for all qualifying vendors as valid bids. South Carolina State Contract vendors are not required to submit sealed bids unless they make changes in the specifications as bid. Information from these vendors will be retrieved from the State Contract Website and evaluated as valid bids.**

Written questions concerning this request should be addressed to Morgan Hunt at the address referenced above or via email to mhunt@wareshoalssc.gov

All proposals are to be valid for at least 60 days after the established submission deadline.

The Town of Ware Shoals shall not be liable for any cost incurred in connection with the preparation and submittal of any proposal.

The Town of Ware Shoals will not be bound by any representatives that are not set forth in this request for proposals or a written response to vendor inquiries. The vendor is responsible for making all necessary investigations and examinations of documents, operations, premises and the areas of operations affecting the performance of the proposed work. Failure to do so will not act to relieve any condition of the proposal documents. It is mutually agreed that the submission of a proposal should be considered evidence that the vendor has made such investigations and examinations.

By submitting a proposal, the vendor/contractor agrees to abide by all the terms and conditions established in this request for proposal unless specific options, alternates or exceptions are made on the proposal are submitted.

Any reasonable inquiry to determine the responsibility of a vendor may be conducted by the town. The submission of a proposal shall constitute permission by the vendor/contractor for the town to verify all information contained therein. If the town deems necessary, additional information may be requested from a vendor. Failure to comply with such requests may disqualify vendor/contractor from further consideration.

Vendors are prohibited from contacting any employee of the Town of Ware Shoals or other officers of the town in an attempt to influence the evaluation of a

proposal or the awarding of a contract for purchase. Any such effort will disqualify the vendor from further consideration.

Contractors who are required to have a business license as delineated in the Town of Ware Shoals' current *Business License Ordinance* must have a valid business license at the time of the award of the bids. Failure to obtain the appropriate license can result in disqualification.

Any options, alternate proposals, or exceptions to be provisions of the request for proposals are to be clearly marked OPTION, ALTERNATE or EXCEPTION. Detailed descriptions of the option, alternate or exceptions to the provisions of the request for proposals are to be provided by the vendor. The Town of Ware Shoals will consider options, alternate proposals or exceptions if it is determined to be in the town's best interests.

These specifications are not designed to prevent any vendor or manufacturer from presenting a bid. Vendors should submit bids that meet the specifications below or equivalent level of service.

4. EVALUATION OF PROPOSALS

The Town of Ware Shoals will evaluate each proposal for **quality, value, delivery, and price** based on the needs of the town.

The Properties and Economic Committee will evaluate all proposals and make a recommendation to the Town Council. The Town Council will review the recommendation and has the authority to accept or reject a bid. The Town Council will make the final decision regarding the contract for this project. After the decision by the Town Council to award the contract to a selected contractor, a Notice of Intent to Purchase will be posted. This Notice of Intent to Purchase will start the ten (10) day right to protest period as defined in the town ordinances.

The town reserves the right to reject any conditional proposals. The town reserves the right to waive any irregularities in the proposals, to accept or reject any or all proposals and to award the contract for purchase in the manner the town deems in its best interest.

**TOWN OF WARE SHOALS, SC
BID PACKAGE INDEX**

"IMPROVEMENTS TO WARE SHOALS TOWN ROADS 2025

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NOTICE TO BID

The Town of Ware Shoals is seeking bids from qualified road construction general contractors for "Improvements to Ware Shoals Town Roads". This project will consist of resurfacing +/- ten (10) streets. Sealed bids marked "Improvements to Town of Ware Shoals Road to 2025" are to be forwarded or delivered to Ware Shoals Town Hall, 8 Mill St, Ware Shoals, SC 29692

Bids will be received at this location until 5:00 P.M., November 14, 2025, at which time they will be officially opened. Bid packages can be picked up from Morgan Hunt or by downloading from the Town of Ware Shoals Web Site. For further information, contact Morgan Hunt, town clerk (864) 456-7478. After certification of all bids, a bid tabulation will be posted at <https://www.wareshoalssc.com/>.

The Town of Ware Shoals reserves the right to reject or accept any/or all bids.

**TOWN OF WARE SHOALS 2025
RESURFACING**

Road Name	McLane Ave.		
Road Termini	From Mill Street to Honea Path Street		
Length	726		
Sections	Length(Feet)	Width(Feet)	SY
	210	38	887
	180	36	720
	326	48.5	1757
			0
			3363
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	252.26		
6 Inch Full Depth Asphalt Patching	110		
Variable Depth Milling	1050		
Repaint Parking Lines	1		
Notes			
Variable mill 6.5 feet on each side of the roadway starting at the face of the gutter.			
Repaint parking lines on left side of McLane Ave. Lump			
Sum			
Pave roadway to face of gutter			

Road Name	Katherine Street		
Road Termini	From McLane Ave to US 25 Bus.		
Length	308		
Sections	Length(Feet)	Width(Feet)	SY
	308	22	753
	0	0	0
	0	0	0
			0
			753
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	56.47		
6 Inch Full Depth Asphalt Patching	0		
Variable Depth Milling	445		

Notes

Variable mill 6.5 feet on each side of the roadway starting at the face of the gutter
Pave roadway to the width of the existing asphalt

Road Name	Circle Street		
Road Termini	From Honea Path Street to Circle Street		
Length	2475		
Sections	Length(Feet)	Width(Feet)	SY
	1035	20	2300
	1210	16	2151
	230	21	537
			0
			4988
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	390.08		
6 Inch Full Depth Asphalt Patching	40		
Variable Depth Milling	1827		

Notes

Variable mill 6.5 feet on each side of the roadway starting at the face of the gutter in the curb and gutter sections.

Pave roadway from face of curb to face of curb

Place an asphalt roll on right side of roadway from station 16+75 to 18+05. Use Surface Type C

10 tons of Surface Type C included for leveling.

Pave driveways 4 feet from edge of roadway in the ditch typical section with Surface Type C

Road Name	Cedar Street		
Road Termini	From Circle street to end.		
Length	555		
Sections	Length(Feet)	Width(Feet)	SY
	485	20	1078
	Cul-de-sac	45	178
	0	0	0
			0
			1256
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	94.18		
6 Inch Full Depth Asphalt Patching	0		
Variable Depth Milling	700		
Notes			
Pave roadway from face of curb to face of curb			
Variable mill 6.5 feet on each side of the roadway starting at the face of the gutter in the curb and gutter sections.			

Road Name	E. Honea Path Street		
Road Termini	From Circle Street to Circle Street.		
Length	923		
Sections	Length(Feet)	Width(Feet)	SY
	923	16	1641
	0	0	0
	0	0	0
			0
			1641
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	138.07		
6 Inch Full Depth Asphalt Patching	0		
Variable Depth Milling	0		
Notes			
Pave all driveways 4 feet from edge of roadway with Asphalt Surface C			

Road Name	Honea Path Street		
Road Termini	From Honea Path Street to Circle Street		
Length	125		
Sections	Length(Feet)	Width(Feet)	SY
	125	21	292
	0	0	0
	0	0	0
			0
			292
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	21.88		
6 Inch Full Depth Asphalt Patching	0		
Variable Depth Milling	181		

Notes

Variable mill 6.5 feet on each side of the roadway starting at the face of the gutter.

Pave roadway from face of curb to face of curb

Road Name	Walnut Street		
Road Termini	From Circle Street to Honea Path Street		
Length	1670		
Sections	Length(Feet)	Width(Feet)	SY
	1670	21.5	3989
	0	0	0
	0	0	0
			0
			3989
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	299.21		
6 Inch Full Depth Asphalt Patching	75		
Variable Depth Milling	2412		
Notes			
Variable mill 6.5 feet on each side of the roadway starting at the face of the curb.			
Pave roadway from face of curb to face of curb			

Road Name	Wood Street		
Road Termini	From Camak Street to Cedar Street.		
Length	1590		
Sections	Length(Feet)	Width(Feet)	SY
	1229	16	2185
	240	22	587
	121	29	390
			0
			3161
Rate of Asphalt Surface Type C (lbs/SY)	150		
Traffic Control, Mobilization, Bonds & Insurance	1		
Tons of Asphalt Surface Type C	261.11		
6 Inch Full Depth Asphalt Patching	25		
Variable Depth Milling	0.00		

Notes

Place an asphalt valley on right between stations 8+25 and 10+65 with Asphalt Surface Type C

Place an asphalt roll on right side between stations 7+40 and 8+25 and stations 5+75 and 6+50. Use Surface Type C.

Pave all driveways 4 feet from edge of roadway with Surface Type C

Remove existing water breaks and replace with Surface Type C at stations 8+96 and 12+83.

TOWN OF WARE SHOALS 2025 ROAD IMPROVEMENT CONTRACT SPECIFICATIONS

The South Carolina State Highway Department of Standard Specifications for Highway Construction, 2007 Edition, will be the governing publication, hereafter referred to as The Standard Specifications. Substitute Brandon White or his designated representative in place of all references to SHE, DEA, DOC, MRE or RCE.

All roadway lengths have been measured as accurately as possible; however, it is the contractor's responsibility to make field verification of any figures he uses in determining bid quantities.

Provide all necessary labor, materials, equipment, transportation, and insurance (see attached contract) to perform the following construction items in compliance with all applicable laws, ordinances, safety requirements, codes, and regulations of federal, state, and local governing bodies having jurisdiction. Each roadway within the contract is to be bid as a separate lump sum price to include all items of construction. The Town of Ware Shoals reserves the right to increase by up to 30% of similar construction-or decrease the contract as necessary to match available funding. All contract work to be completed within 45 working days from the date of contract. Liquidated damages in the amount of \$100.00 per day will be assessed and deducted from the contract amount, for each day beyond the contract period required for completion. The contractor may apply for additional working days based on documented periods of inclement weather during which construction was not possible.

SECTION I-RESURFACING

- A. Prior to applying surfacing, milling of existing asphalt to accommodate curb and gutter must be done, if present. If old patches are present, milling to be required to get these in condition to pave. Where necessary to achieve plan widths, the existing pavement is to be extended by notching equal sections on either side of the roadway to provide extra surfacing depth to achieve a total surfacing depth of 3 Yz inches (350 lbs./S.Y.). (No widening anticipated for this contract)
- B. All existing roadway surfaces are to be swept to remove any loose debris or dirt, and a tack coat applied at a rate of .05 to 0.15 gallons per square yard.
- C. Plant Mixed HMA Surface Course Type C or HMA Surface Course Type D. in accordance with Section 40I of the Standard Specifications-with the exception of Sections 401.2.2.7, 401.2.2.8, 401.2.3.8, 401.3.5, 401.3.13- 401.3.15, 401.4.12- 401.4.13, 401.2.24, 401.4.29. Asphalt surface may be applied during any month within the contract period upon approval of the Ware Shoals Town Council. Asphalt weight tickets are to be submitted for each roadway prior to any payments for this phase of construction.

- D. Access for driveways will be provided by raising the paving gate through driveway lengths and raking back a three-foot access apron.
- E. Using soil cut back and left along the road shoulder in Step A above, shoulders are to be pulled back to the new pavement edge. No additional shoulder material will be required. Excess soil or vegetation not used in this process is to be removed. Soil is not to be pulled onto the new surface during this process. Caution is to be used to always protect the new surface.
- F. Intersections at the beginning or end of each road are to be paved to the edge of the traffic travel way for the intersecting road. Intermediate intersections wq1 not be paved.
- G. Payment for the Liquid Asphalt Binder shall be included in the unit price per ton of the HMA Surface Course Type C and HMA Surface Course Type D., Payment for Traffic Control, Mobilization, Bonds and Insurance shall be paid on the first and second construction estimate. Each Payment is for ½ the lump sum price for traffic control, mobilization, bonds and insurance. Payment for Traffic Control, Mobilization, Bonds and Insurance shall not exceed 20 percent of the total contract.

SECTION II-NEW CONSTRUCTION IMPROVEMENTS*

- A. Clearing and grubbing in accordance with Section 201 of the Standard Specifications is required within the full right-of-way width (50ft total width).
- B. Using cut and fill material available within the current right-of-way, grading is to be performed to improve the road profile and provide a safe and uniform riding surface. A stabilized sub-grade conforming to Typical Section Standard I shall be provided in accordance with Section 208.1 thru 208.4.3 of the Standard Specifications. All sideline drainage ditches, and out-fall ditches are to be cut and cleaned to conform to Typical Section Standard I.
- C. Macadam base course consisting of six inches compacted depth of stabilized aggregate is to be provided in accordance with Section 305 of the Standard specifications.
- D. Prime coat is to be applied at .25 gallons per square yard in accordance with Section 305.4.6 of Standard Specifications. Plant Mixed HMA Surface Course Type C is to be provided at the rate of 200 lbs. per square yard and in accordance with section 401 of the Standard Specifications, with the exception of Sections 401.2.2.7, 401.2.2.8, 401.2-18, 401.2.5, 401.3.5, 401.3.12- 401.3.15, 401.4.12- 401.4.16, 401.4.21, 401.2.24, 401.4.29, 401.5, 401.5 & 401.6401.3.12. Asphalt surfacing may be placed d ring any month within the contract period upon approval of the Ware Shoals Town Council. Asphalt weight tickets are to be submitted for each roadway prior to any payments for this phase of construction. 1

- E. Access for driveways will be provided by raising the paving gate through driveway lengths and raking back a three-foot access apron.
- F. The contractor is to include in his lump sum bid the removal and reconstruction of all fences and gates within the 50ft. right-of-way. Fences are to be reconstructed to equal or better condition using equivalent materials. Fence materials may be re-used when practical with the approval of both the property owner and the town council. The lengths to be replaced are to be determined by bch contractor through field measurements prior to submitting a bid. In cases where fences or gates appear to be abandoned, the contractor may seek a signed release from the property owner allowing removal of the fence without replacement. The release must be signed by the owner or owners as listed with the Greenwood County Tax Assessor's Office and in the presence of the contractor or his representative. The contractor or his representative must also sign as a witness to the release. Should the contractor decide to exercise this option, he assumes all liability for any disputes that may arise as a result of the fence removal process.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Notify town clerk, Morgan Hunt [(864) 456-7478 twenty-four hours prior to commencing work on each road.
2. Work shall begin within twenty days of award of contract and be completed no longer than May 15, 2025
3. Specifications and construction procedures as outlined in the SCDOT "Standard Specifications for Highway Construction", 2007 Edition, shall apply to all contracts.
4. A "Notice to Proceed" will be issued in conjunction with the contract award.
5. Each road is to be p1iced separately with the final Lump Sum Bid being a total of these individual prices.
6. Up to 30% additional similar work may be negotiated with a successful bidder without another bid process. Pricing for additional work will be at the original bid average cost per square yard (based on agreed road travel width dimensions for additional roads) for similar work.
7. Deletions may be necessary by the Town of Ware Shoals to match funds with contract price.
8. The Town of Ware Shoals will reserve the right to have an independent laboratory test the quality and quantity of materials used at the Town's expense.
9. All requirements shown in the SC DHEC approved Storm water Pollution Prevention (SWPPP) plans and under the NPDES General Permit are t? be followed in all phases of the construction process for items NC-1.

SPECIAL TERMS AND CONDITIONS INSURANCE

FOR CONSTRUCTION CONTRACTS

Certificates of Insurance must be included in the Bid/Quote offer with minimums as follows:

Minimum Coverage and Limits

- a. General Liability \$1,000,000.00 per occurrence
- b. Workers' Compensation Statutory Limits
- c. Employers' Liability \$500,000/\$500,000/\$500,000
- d. Professional Liability \$1,000,000 per occurrence
- e. Automobile Liability \$1,000,000 per occurrence

The successful bidder shall maintain the insurance, naming the Town of Ware Shoals as co-insured, until the final certificate accepting the work is issued by the Town of Ware Shoals.

Certificates showing proof of such insurance shall be submitted to and be on file with the Town of Ware Shoals prior to commencement of Services under this Agreement.

HOLD HARMLESS

The successful bidder for, and in consideration of, the agreed contract price for the purpose of construction as specified in this agreement, and for its successors and assigns agrees to hold harmless the Town of Ware Shoals, South Carolina, or any of its agents or employees, as to all other persons, organizations, or entities-both known and unknown-for all claims and damages, actions, and causes of actions, costs, damages, loss of use, loss of services, expenses, compensations, or any other thing whatsoever on account of, or in any way growing out of, injuries, or damages resulting or to result from in the future, an occurrence or accident which may take place, or any other matter attributable to construction as described in the Bid/Quote Package. This Hold Harmless clause is in no way an admission of liability on the part of the Town of Ware Shoals or any of its agents or employees.

MAINTENANCE AND CONTROL OF CONSTRUCTION SITE

The successful bidder agrees that, at the moment the contract is executed and a proceed order is issued by the Town of Ware Shoals, the successful bidder shall for all purposes take exclusive control of the construction site as described in the Bid/Quote document, and shall maintain the construction site and areas adjacent thereto-including all right-of-way-in a reasonable, secure, and safe manner prior to, during, and after construction and until the Town of Ware Shoals shall issue a certificate of completion.

SPECIAL TERMS AND CONDITIONS

SUBCONTRACTING WITH SMALL, MINORITY, HANDICAP, AND WOMEN'S BUSINESS ENTERPRISES

The Town of Ware Shoals expects all their general contractors to show a good faith effort in subcontracting to small, minority, handicap, and women's businesses

for all of the town's contracts. It is the policy of the Town of Ware Shoals to provide small, minority, handicap, and women's enterprises equal opportunity to participate in all aspects of the Town's contracting and purchasing programs, including-but not limited to- participation on procurement contracts for commodities and services as well as contracts relating to construction, repair work, and/or any procurement functions whatsoever.

It is further the policy of the Town of Ware Shoals to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, color, sex, religion, or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination.

Definition of small businesses, minority business, handicap business, and women's businesses is defined as follows:

- A. Small businesses are those businesses that fall in the category of small by the Small Business Administration Criteria.
- B. Minority Business Enterprise will mean a business that is owned and controlled by one or more socially disadvantaged persons. Such persons include-but not limited to-Black Americans, Native Americans, Asian Americans, Puerto Ricans, Hispanics, American Eskimos and Aleuts.
- C. Handicap businesses are those businesses which are 51% owned and controlled by handicapped people.
- D. Women's businesses are those businesses which are 51% owned and controlled by women.

It is the Town of Ware Shoals policy to award a fair share of all contracts to small, women's groups, handicap, and minority business firms. Accordingly, affirmative steps must be taken by its contractors to assure that small, women, handicap, and minority businesses are utilized whenever possible as sources for supplies, equipment, construction, and services. Affirmative steps shall include the following:

Furthermore, in accordance with State Set-Aside Law (SC Code Section 12-28-2930):

1. A minimum of five (5%) percent of this contract is set aside for qualified and certified Minority Business Enterprises (MBE's).
2. A minimum of five (5%) percent of this contract is set-aside for qualified and certified Women Business Enterprises (WBE's). A listing of certified MBE/WBE firms can be found on the SCDOT website (www.dot.state.sc.us) under the Doing Business with SCDOT Tab. The prime contractor shall provide documentation of MBE and WBE contract amounts by completion of the MBE/WBE certification form to be submitted with the Contract Proposal Form. If the prime contractor is unable to meet the MBE/WBE goals, the prime contractor/bidder shall (prior to the award of contract) provide documentation that affirmative steps were taken to solicit MBE/WBE participation. Affirmative steps may include but are not limited to the following:
 1. Including qualified small, women, handicap, and minority businesses on solicitation list.

2. Assuring that small, women, handicap, and minority businesses are solicited whenever they are potential sources.
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, handicap, and minority business participation.
4. When requirements permit, establishing delivery schedules which will encourage participation by small, women, handicap, and minority businesses.
5. Using the services and assistance of the Small Business Administration and Office of Minority Enterprise of the Department of Commerce and the Community Services Administration as required.
6. If any subcontracts are to be let, we will require the prime contractor to show good faith efforts in the affirmative steps of items 1 through 5 above.
7. Review SCDOT certified MBE/WBE contractor list to identify potential qualified subcontractors and solicit their participation.

It is further required under this contract:

To do all extra work which may be required to complete the work contemplated, at unit prices or lump sum prices, to be agreed upon in writing prior to starting such extra work--or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, as provided for in the Specifications.

To execute the Form of Contract within ten days from the date of the award of contract, to begin work on the date specified, and to prosecute said work so as to complete it as specified in the Special Provision.

To furnish a Performance and Indemnity Bond and a Payment Bond in the full amount of the contract.

To guarantee all of the work performed under this contract to be done in accordance with the Specifications and in a good and workmanlike manner; and to renew or repair any work which may be rejected, due to defective materials or workmanship, prior to final completion and acceptance of the work.

Enclosed is the required Proposal Guaranty in the form of a Bid Bond Standard Form in the amount of 5% of this bid. It is understood that should the undersigned fail to execute the contract after an official award has been made the Surety executing this bond will, upon demand, forthwith make payment to the City of Clinton of the total amount of the bond.

The City of Clinton reserves the right, should tie bids be received, to choose the low bid by chance.

Seal_____ Signed_____

(Officer)

(Company)

(Address)

Bid Bond

TOWN OF WARE SHOALS
8 Mill St.
Ware Shoals, SC 29692

Date Bond Executed

Principal _____ **Surety** _____
_ Amount of Bond 5% OF PRINCIPAL'S BID **Date of Bid**

PROJECT

KNOW ALL MEN BY THESE PRESENT, That we, the PRINCIPAL and SURETY above named are held and firmly bound unto the City of Clinton, hereinafter called the City, in the sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such as to operate and as a guarantee that the Principal will fully and promptly execute a contract and cause to be executed bonds acceptable to the City, all as set forth in the proposal or bid, should the same be accepted, and that not-longer than ten (10) days after the receipt by the principal of contract forms from the City, he will execute a contract on the basis of the terms, conditions and prices set forth in his proposal or bid together with and accompanied by a performance and Indemnity bond satisfactory to the City, in the total amount of said contract, and a Payment bond in the amount of 100 % of the contract, and that failure to perform or comply with any or all the foregoing requirements, within the time set forth above, shall be just and adequate cause for the annulment of the award; and it is understood that in the event of the annulment of the award, the amount of this guarantee shall immediately be at the disposal of the City, not as a penalty, but as an agreed liquidated damage. Should each and all of the foregoing conditions be fulfilled and Performance and Indemnity, and Payment bonds, as set forth in the proposal, be executed, bonds being satisfactory to the City, this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:	Witness (2)	INDIVIDUAL OR PARTNERSHIP PRINCIPAL
_____		(SEAL)
2		(SEAL)
		CORPORATE PRINCIPAL
Attest _____		Business Address
Secretary	Witness (2)	_____

AFFIDAVIT OF NON-COLLUSION

STATE AND FEDERAL LAW (CODE OF LAWS OF SOUTH CAROLINA, SECTIONS 39-3-10, ET SEQ., 39-5-10, ET SEQ.; 15 U.S. CODE, SECTION 1) ARE DESIGNED TO INSURE THAT THE BIDS RECEIVED BY SPONSOR UNDER THIS GRANT SHALL BE COMPETITIVE AND FREE OF COLLUSION. THE EXECUTION OF THE FOLLOWING AFFIDAVIT IS A PRE-REQUISITE FOR CONSIDERATION OF ANY CONTRACTOR'S BID.

As a condition precedent to the award of any contract for this, there must be filed a sworn statement executed by, or on behalf of, any person, firm, or association, or corporation submitting a bid on any such contract to be awarded; said sworn statement shall certify that such person, firm, association or corporation submitting a bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of his state to administer oaths. The original of such sworn statement shall be included in and made a part of the bidder's proposal. This sworn statement shall also include a provision to the effect that all legal formalities required for the proper execution of affidavits pursuant to state law have been complied with. Thereafter, in any prosecution against any person, firm, association, or corporation for perjury committed in the submission of said affidavits, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

AFFIDAVIT

STATE OF _____ COUNTY OF _____
--

Personally appeared before me _____
who being duly sworn says that he is a member of the firm of _____

_____ and further says that his firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid on the above-named project.

Further, _____ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his state have complied with and further agrees, on behalf of himself, his firm, association or corporation, that in any subsequent prosecution for perjury of him, his firm, association or corporation, it shall not be a defense to such charge of perjury that said formalities were not in fact complied with.

SWORN to before me this _____

**TOWN OF WARE SHOALS
FISCAL YEAR 2025**

**BID FORM
RESURFACING**

QUANTITY TOTALS	QUANTITY	UNITY PRICE	AMOUNT
Traffic Control, Mobilization, Bonds & Insurance	LS		
Tons of Asphalt Surface Type C (Tons)	1513.25		
6 Inch Full Depth Patching (Square Yards)	250.00		
Viable Depth Milling (Square Yards)	6615.00		
Repaint Parking Lines	LS		
TOTAL BASE BID			
Contractor			
Officer			