

***Bid Package***  
***For***  
***2016 ANNUAL STREET RESURFACING***  
***CITY OF SPARTANBURG***

***JOB NO. 1602***

***June 21, 2016***

***Proposal No 1516-06-21-01***

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**City of Spartanburg**  
Procurement and Property Division  
Post Office Drawer 1749, SC 29304-1749  
Phone (864) 596-2049 - Fax (864) 596-2365

**Legal Notice**

*Request for Proposal for*

**2016 Annual Street  
Resurfacing Project**

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**June 5, 2016**

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**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking proposals from vendors to provide construction services for Annual Street Resurfacing for 2015.

Bids are invited upon the several items and quantities of work as follows:

**Approximately 9,581 Tons Surface Type C Asphalt,  
4,550 Square Yards Full Depth Patching, and  
33,258 Square Yards Milling**

**Proposal No: 1516-06-21-01**

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a "City of Spartanburg Business License and Permits". Vendors must have the insurance requirements in described in the bid documents.

**Each bid must be accompanied by a Bid Bond or Bank Cashier's Check payable to the Owner for five (5) percent of the total amount of the Bid. Please seal your bid bond or Cashier's Check in a separate envelope titled BID BOND to be opened first.**

Complete Bid Packages will be available starting Monday June 6, 2016 after 2 pm. Interested parties should contact the Procurement Office at (864) 596-2049 to request a complete package. Details of the Request for Bids can also be obtained through the City's Procurement

Technical questions regarding the scope of services should be directed to Tim Carter, Engineering Administrator, 864-596-2838 or by email at [tcarter@cityofspartanburg.org](mailto:tcarter@cityofspartanburg.org). Questions regarding the bid should be directed to Carl Wright, Procurement and Risk Manager at 864-596-2790 and 864-596-2049 or by email at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org). Questions regarding Minority and Women Business participation should be directed to Natasha Pitts, Minority Business Development Coordinator, at 864-596-3449, or by email at [npitts@cityofspartanburg.org](mailto:npitts@cityofspartanburg.org).

Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday June 21, 2015**, no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

**Proposal No: 1516-06-21-01**

## INFORMATION FOR BIDDERS

Bids will be received and opened as specified in the advertisement.

### 1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as BID for City of Spartanburg for 2016 ANNUAL STREET RESURFACING, and the envelope should bear on the outside the Bid Number, name of BIDDER, his/her address, all license information, etc., typed thereon and sealed. If forwarded by mail, the sealed envelope contained in the BID must be enclosed in another envelope addressed to the OWNER as advertised.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

All bids shall be on the printed form contained herein or on copies thereof, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the plans and specifications. Bid Documents shall include the Bid, the Bid Quantity, the Non-Collusion Affidavit and the Statement of Bidder's Qualification. Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the bid form. In addition, any other information requested in the bid form must be completed.

Each BIDDER is required to state in his proposal his/her name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the BIDDER.

If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

If called for in the bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

On the first sheet of the bid form, the bidder shall write his/her name and address, his/her bidder's license number; and contractor's license number, if required. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the sub-contractor, where his/her bid is used, shall also be shown.

Following the BID opening, the OWNER shall determine the Items, Alternates, and Additions to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER for such ITEMS, Alternates, and Additions, less the Deductions, so selected by the Owner in determining the low responsive, responsible BID. The OWNER reserves the right to reject any and all BIDS.

The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the total sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.

The Owner reserves the right to hold bids for a period of sixty (60) days after date of opening and to award the contract at any time during that period.

## **2. INTERPRETATIONS OR ADDENDA**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Local Public Agency. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Local Public Agency and the office of the Engineer at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

Each bidder shall acknowledge receipt of all addenda in the spaces provided in the bid form. It shall be each bidder's responsibility to assure him that all addenda have been received. No claim for failure to receive addenda will be considered.

## **3. INSPECTION OF SITE**

Each Bidder should visit the site of the proposed work and fully acquaint himself/herself with the existing conditions there relating to construction and labor, and should fully inform himself/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself/herself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint himself/herself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he/she should have been on notice as a result thereof.

## **4. ALTERNATIVE BIDS**

No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications.

## **5. BID GUARANTY**

Each Bid must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the Bid. As soon as the BID prices have been compared, the OWNER will return the bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A Certified check may be used in lieu of a BID BOND. A performance bond and payment bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract in the form attached hereto. Attorneys-in-fact who sign BID BONDS or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

## 6. COLLUSIVE AGREEMENTS

Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which Bidding is based shall and attach thereto, an affidavit substantially in the form herein provided, to the effect that he/she has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.

Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval.

## 7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his/her experience record in constructing the type of improvements embraced in the contract, his/her organization and equipment available for the work contemplated, and when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the availability of the Bidder to perform his/her obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

## 8. UNIT PRICES

The unit price for each of the several items in the proposal of each Bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should questions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the Drawings and Technical Specifications.

The quantities listed in the proposal form are to be considered as approximate and are to be used only for the comparison of the BIDS and as basis for computing amounts of security or penal sums of bonds to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts, and except for lump sum items in unit price contracts, will be made to the CONTRACTOR for the actual quantities only of work performed or materials furnished in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished without in any way invalidating the unit BID prices.

## 9. CORRECTIONS

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with the contract documents may be rejected at the option of the Owner.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

#### **10. TIME FOR RECEIVING BIDS**

Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered: except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Local Public Agency that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

#### **11. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

#### **12. WITHDRAWAL OF BIDS**

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his/her Bid in accordance with the foregoing conditions will be returned promptly.

#### **13. AWARD OF CONTRACT: REJECT OF BIDS**

The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Local Public Agency, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The Local Public Agency reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his/her own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

#### **14. EXECUTION OF AGREEMENT: PERFORMANCE BOND, PAYMENT BOND, BUSINESS LICENSE**

Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents such number of copies as the Local Public Agency may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in this document, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to



such bond. This bond shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Public Agency for a refund.

The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms.

#### **15. NOTICE TO PROCEED**

The NOTICE TO PROCEED shall be issued within 10 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the 10 day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

#### **16. WAGES AND SALARIES**

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees.

The rates of pay set forth under the General Wage Determination for the State of South Carolina are the minimums to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

#### **17. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority  
Participation for  
each trade

Goals for female  
participation in  
each trade

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16.0%

6.9%

---

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

#### **18. ILLEGAL ALIENS/WORKERS**

Attention to bidders is also called to requirements to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S. C. Code Ann., 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (e-verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Bidder also understands that he/she will comply with the Statute in its entirety and agrees to provide the Public Agency with documentation to establish applicability of the Statute.

#### **19. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or

workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will be given notice of defective materials and work with reasonable promptness.

**20. LOCAL PUBLIC AGENCY**

Wherever the term "Local Public Agency" is referenced in the contract documents, it shall mean the Owner which is the City of Spartanburg.

**21. TAXES**

Attention is called to the following provisions of the South Carolina Tax laws: South Carolina law requires that a withholding tax of two percent (2%) be withheld from payments made to non-resident contractors performing a business of temporary nature in South Carolina, and provided the contract exceeds \$10,000. The withholding of two percent (2%) may be waived provided the nonresident taxpayer posts with the South Carolina Tax Commission a non-resident withholding tax bond. This provision insures the South Carolina Tax Commission that the non-resident contractor will comply with applicable provisions of the Income Tax Act of 1926, as amended. The prime contractor or employer of the non-resident contractor is held responsible for the tax due to be withheld and must withhold the tax unless he is notified by the South Carolina Tax Commission that a non-resident withholding bond has been posted covering the contract in question.

In addition to the above, the non-resident contractor is required to act as withholding agent for the State of South Carolina and withhold tax from wages paid to his employees working in South Carolina. It is the responsibility of the non-resident contractor to apply for an employer account number and file the quarterly withholding reports on or before the appropriate due dates.

**22. ENGINEER**

Wherever the "Engineer" is referenced in the contract documents, it shall mean the City Engineering Administrator, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2838.

**PROPOSAL FOR  
2016 ANNUAL STREET RESURFACING**

**CITY OF SPARTANBURG**

**Job No. 1602**

**BID # 1516-06-21-01**

**FROM:**

**BIDDER** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Bidder's License No.** \_\_\_\_\_

**Contractor's License No.** \_\_\_\_\_

**TO: CITY OF SPARTANBURG (OWNER)**

**145 West Broad Street  
Post Office Drawer 5107  
Spartanburg, S. C. 29304**

The undersigned, as bidder, hereby declares that the only person, or persons, interested in this bid as principal(s) is, or are, named herein, and that no other person has any interest in the bid or the contract to be entered into; that this bid is made without connection with any person, company or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto; and that he/she has satisfied himself/herself as to the work to be performed.

The bidder further proposes and agrees, if this bid is accepted, to contract with the Owner in the attached form of agreement, to furnish all material, equipment, tools, apparatus means of transportation, and labor necessary to complete the project in full and complete accordance with the contract documents, to the full and entire satisfaction of the Owner, at the prices and amounts listed below.

The bidder further agrees to commence work on the date stipulated in the notice to proceed and to fully complete the project within the number of consecutive calendar days thereafter as listed below. The bidder also agrees to pay as liquidated damages, the sum as listed below for each consecutive calendar day thereafter the project remains incomplete.

**Completion Time:            90 days**

**Liquidated Damages: \$300.00 per day**

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred

percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check accompanying this proposal to the Owner as liquidated damages caused by such failure.

The work consists of the approximate quantities shown herein which will be used as a basis for comparison of bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work will correspond with the estimated quantities.

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

The prices and amounts listed below include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, taxes, etc., to cover the finished work in place.



**Bidder acknowledges receipt of the following Addenda:**

**Addenda Received: No.** \_\_\_\_\_

**Date** \_\_\_\_\_

The undersigned further agrees that in case of failure on his part to execute the said contract and bonds within 10 consecutive calendar days after written notice has been given of the award of the contract, the check and/or bid bond accompanying this bid and the monies payable thereon will be paid into the funds of the Owner as liquidated damages for such failure; otherwise, said check or bid bond will be returned to the undersigned.

The bidder further purposes and agrees hereby to commence the work with adequate forces and equipment within 10 days after being notified by the Owner or Engineer to proceed, and to complete the work within the specified time.

**ATTACHED HERETO is a certified check on the** \_\_\_\_\_  
\_\_\_\_\_ **Bank of** \_\_\_\_\_ **and/or bid bond**  
**with the** \_\_\_\_\_ **Company for the sum of** \_\_\_\_\_  
**Dollars (** \_\_\_\_\_ **), made payable to the Owner as a bid guarantee.**

The attached completed and executed Debarred Firms certification is hereby made a part of this bid.

**Address:**

\_\_\_\_\_ **Firm** \_\_\_\_\_  
\_\_\_\_\_ **By** \_\_\_\_\_ **(L.S.)**  
**Title** \_\_\_\_\_

**(SEAL is bid is by a corporation)**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- 1) He/She is \_\_\_\_\_ OF \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Spartanburg, S.C. or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_  
Title

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Title



BID BOND

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

\_\_\_\_\_ as PRINCIPAL, AND  
\_\_\_\_\_ as SURETY are held and firmly  
bound unto \_\_\_\_\_ hereinafter called the  
"Local Public Agency", in the penal sum of \_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_) lawful money of the United States, for the payment  
of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted  
the Accompanying Bid,

dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified  
therein after the said opening, and shall within the period specified therefore, or if no  
period be specified, within the (10) days after the prescribed forms are presented to him for  
signature, enter into a written Contract with the Local Public Agency in accordance with the  
Bid as accepted, and give bond with good and sufficient surety or sureties, as may be  
required, for the faithful performance and proper fulfillment of such Contract: or in the  
event of the withdrawal of said Bid within the period specified, or the failure to enter into  
such Contract and give such bond within the time specified, if the Principal shall pay the  
Local Public Agency the difference between the amount specified to said Bid and the amount  
for which the Local Public Agency may procure the required work or supplies for both, if the  
latter be in excess of the former, then the above obligation shall be void and of no effect,  
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their  
several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
(Seal)

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_ Affix  
Corporate Seal

<sup>5</sup>Forms of Bid Bonds prepared to meet the requirements of local or State laws or the  
needs of the Local Public should be substituted for this form where necessary.

(continued next page)

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ Affix  
Corporate  
Seal

Countersigned

by \_\_\_\_\_

<sup>6</sup>Attorney-in-Fact, State of \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that  
I am the \_\_\_\_\_, Secretary  
of the Corporation named as Principal in the within bond: that  
\_\_\_\_\_ who signed the said bond on behalf  
of the Principal was then \_\_\_\_\_ of said corporation: that I know his  
signature, and his signature thereto is genuine: and that said bond was duly  
signed, sealed, and attested to, for and in behalf of said corporation by authority  
of this governing body.

\_\_\_\_\_ (Corporate Seal)

Title: \_\_\_\_\_

<sup>6</sup>Power-of-attorney for person signing for surety company must be attached to bond.

*STATEMENT OF BIDDER'S QUALIFICATIONS*

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character or work performed by your Company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your Company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit Available: \$ \_\_\_\_\_.
15. Give Bank Reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Spartanburg?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Spartanburg in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name) Notary Public for (State)

My Commission Expires \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_,  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**CITY OF SPARTANBURG**

\_\_\_\_\_  
(Name of Owner)

**145 WEST BROAD STREET, SPARTANBURG, SOUTH CAROLINA 29306**

\_\_\_\_\_  
(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 may extensions thereof which may be granted by the OWNER, with or without notice to the Surety 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 expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulate 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 wise 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 \_\_\_\_\_  
(number)  
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)

\_\_\_\_\_  
(Surety)

ATTEST: BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR in 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 \_\_\_\_\_  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

**CITY OF SPARTANBURG**

\_\_\_\_\_  
(Name of Owner)

**145 WEST BROAD STREET, SPARTANBURG, SOUTH CAROLINA 29306**

\_\_\_\_\_  
(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, THEREOF**, 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 or machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in 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 stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise 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 \_\_\_\_\_  
(number)  
counterparts, each one of which shall be deemed an original, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

BY \_\_\_\_\_ (s)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness to Surety

BY \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR in 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.



## General Provisions Index

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**00700-01. SCOPE OF DRAWINGS AND SPECIFICATIONS:**

- A. *Any provisions contained in the specifications or shown on standard drawings which are not applicable to the work under this contract shall be disregarded.*
- B. *The Owner will be responsible for the adequacy of the general design of the finished work. The design of standard products used in the work; temporary work required to protect existing work or adjoining property; and temporary work required to keep existing or new facilities in operation shall be the sole responsibility of the Contractor.*
- C. *Reference to standard Specifications (ASTM, AWWA, ANSI, etc.), national codes, local or state codes, and laws and ordinances shall mean the latest edition of said document in effect at the time of taking bids, unless specifically stated otherwise.*
- D. *It is the intent that the work under this contract shall result in a complete, properly usable and operating installation, structure, or plant; and that workmanship shall be of the best quality consistent with the materials and construction methods shown on drawings and as specified.*
- E. *The words "furnish", "furnish and install", "install" and "provide" or similar words shall mean, unless otherwise specifically stated, "furnish and install complete in place and ready for service".*
- F. *Incidental work and miscellaneous accessories not specifically mentioned or shown, but necessary for the proper completion of the work, shall be provided without change in the contract price. Such incidental work and accessories shall be of the same quality as specified for the major component of which the incidental work or accessory is an essential part.*
- G. *The work of all trades under this contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire project. All components of the work shall be installed or erected in accordance with the best practices of the particular trade.*
- H. *The Contractor shall be responsible for making the construction of habitable structures completely weatherproof, and for making equipment and utility installations properly perform the specified function. If he is prevented from so doing by any limitations of the drawings or specifications, the Contractor shall immediately notify the Engineer in writing of such limitations before proceeding with construction in the area where the problem or limitation exists.*
- I. *Materials or methods described by words which have a well known technical or trade meaning shall in fact refer to that recognized standard. Standard specifications or manufacturer's literature, when referenced, are intended to establish the minimum acceptable requirements.*
- J. *Any reference to manufacturer's brand or trade names or model numbers is intended merely to establish the standard of quality required for the particular product or material. Products or materials of other manufacturers, which in the opinion of the Engineer are equal to that specified with respect to quality, workmanship and economy of operation, and are suitable for the purpose intended, will be acceptable.*
- K. *The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone and telegraph facilities, such as pavements, track, piping, wires, cables, conduits, poles, guys, etc., including incidental*

*structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported, protected or relocated. He shall give all proper notices, shall comply with the requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.*

- L. The Contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental agencies, public utilities and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that construction can be completed in the least possible time.*
- M. Unless otherwise specified, the Contractor shall provide at his expense all tests and testing services required by the contract documents.*

**00700-02. PERMITS:**

*The Contractor shall be responsible for procuring any permits for the use of property beyond the limits of the Owner's property or a permanent rights-of-way as necessary for working or storage space during the prosecution of the work.*

**00700-03. SUBMISSIONS, REPORTS, RECORDS AND DATA:**

- A. The Contractor shall submit all schedules, quantities, costs, payrolls, reports, estimates, records, shop drawings, details and other data as required by the contract documents or as may be specifically requested.*
- B. The apparent successful bidder shall furnish to the Engineer for approval a complete cost breakdown of his bid, within 10 days after submission of bids. The breakdown shall include all items for each unit of construction, and shall show the cost for labor, materials and equipment, other necessary costs, and the total cost for each unit of work. Bidders shall consult with the Engineer prior to submitting the breakdown to insure a complete understanding of the requirements. Names of the project superintendent and others responsible for the work shall be included.*
- C. The Contractor shall furnish periodic itemized estimates for work done for the purpose of making partial payments thereon. The costs employed in making up these estimates will be used only for determining the basis of partial payments and will not be considered as a basis for changes in the contract price.*
- D. The Contractor shall notify the Engineer of the source of all materials and equipment required for the work, and shall supply samples of materials as specified in the technical sections or at the Engineer's request. Samples shall be submitted for approval by the Engineer prior to purchase and delivery to the job. Unless otherwise specified, three samples of each type or grade of material, showing construction, color, finish, etc., shall be submitted.*
- E. Prior to submittal of any shop drawings, the Contractor shall prepare a list of all materials, equipment and items that require shop drawings and submit this list to the Engineer. The list shall include each specific item along with the applicable specification section. The Engineer reserves the right to require shop drawings on any item, whether or not specified. Shop drawings will not be reviewed until this list is submitted to the Engineer.*

**00700-04. JOB SITE DRAWINGS AND SPECIFICATIONS:**

- A. *The Contractor shall maintain, in good and legible condition at the job site, one complete set of working drawings and specifications for the work, including all shop drawings. Such drawings and specifications shall be available for use by the Engineer or his/her representative at all times.*
- B. *The drawings and specifications shall be marked, or notes acceptable to the Engineer provided, in order to reflect as-built conditions. Changes indicating such conditions shall be kept current at all times. Upon completion of the project, this complete set of drawings and specifications or notes, showing as-built conditions, shall be returned to the Engineer.*

**00700-05. PROHIBITED INTEREST:**

*No official of the Owner who is authorized by the Owner to negotiate, make, accept or approve or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, will become directly or indirectly interested personally in this matter or in any part thereof. No officer, employee, architect, attorney, engineer or representative of or for the Owner who is authorized by the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, will become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.*

**00700-06. MUTUAL RESPONSIBILITY OF CONTRACTORS:**

*If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor suffers loss or damage on the work, the Contractor agrees to settle with the other contractor or subcontractor by agreement or arbitration if the other contractor or subcontractor agrees. If any other contractor or subcontractor asserts any claim against the Owner on account of damage alleged to have been sustained, the owner will notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.*

**00700-07. ORDER AND PROSECUTION OF WORK:**

- A. *The Contractor shall not begin any work on the project without first notifying the Owner and the Engineer. The notice shall be in writing and shall be received by the Owner and the Engineer at least three days prior to the beginning of work. Any work done without prior notice will not be accepted. Upon request, the Contractor shall meet with the Owner and Engineer prior to beginning work in order to discuss and clarify all phases of the work.*
- B. *The Contractor shall be solely responsible for the means, methods and sequence of construction, and for the safety of workers and other persons on the construction site and of all materials and equipment to be incorporated in the work. The work shall be prosecuted at as many different points, at such times, in such sections and with such forces as may be necessary to secure its completion within the contract time. The Contractor shall not suspend work without the prior approval of the Owner or Engineer.*
- C. *Pipeline work shall be prosecuted in such a manner that completed portions of the work can be*

- D. *properly dressed off as work progresses. In case of work on streets and highways, two or more crews shall not work on contiguous areas at the same time. Streets and roads shall be dressed off as soon as work is completed therein.*

**00700-08. PUBLIC CONVENIENCE AND PROTECTION:**

- A. *During progress of the work, the convenience and protection of the public must be provided for and interference held to a minimum.*
- B. *The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets shall be kept open at all times or suitable detours provided. When necessary to close streets, suitable signs and barriers shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Owner, law enforcement agencies, fire departments and parties operating emergency vehicles shall be notified before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire fighting equipment shall be maintained at all times.*
- C. *When necessary, the Contractor shall provide watchmen, and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at his own expense. He/She shall also take other precautions necessary to protect life, limb and property. The owner reserves the right to remedy any neglect on the part of the Contractor in connection with protection of the work after 24 hours notice in writing; and, in cases of emergency, the Owner will have the right to remedy any neglect without previous notice; and in either case deduct the cost of such remedy from money due to the Contractor.*

**00700-09. SANITARY PROVISIONS:**

*The Contractor shall provide temporary toilet facilities for the use of construction personnel. These facilities shall be maintained in a clean and sanitary condition, and shall comply with all applicable codes and regulations. Temporary sanitary facilities shall be removed upon completion of the work and the premises left clean. Construction personnel shall not use permanent washroom facilities in existing facilities or new work except by written permission of the Owner.*

**00700-10. EXISTING FACILITIES:**

- A. *Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are based on the best available data, but are not guaranteed by the Owner. The Owner will not be responsible for their accuracy. Before proceeding with any work dependent upon such data, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions or limitations at the site of the work to avoid construction errors or damage to existing facilities. If work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or to repair damage to existing facilities, shall be assumed by the Contractor without additional cost to the Owner.*

- B. *In executing the work, the Contractor shall exert every effort not to damage existing facilities or to break into them. Damage that is done thereto shall be promptly repaired by the Contractor at his own expense. He/She shall not interrupt or interfere with operation of the existing facilities during construction except when absolutely necessary. Whenever existing facilities or utilities must be taken out of service, the Contractor shall consult with the Engineer and the Owner as to procedure, and shall be governed by their decision.*
- C. *The Owner does not guarantee that all existing buildings, structures, fences, pipelines, electrical lines, conduit, telephone cable, service connections or other facilities are shown on the drawings. It shall be the Contractor's responsibility to locate and protect all such existing facilities prior to beginning construction.*
- D. *Existing surface or subsurface improvements, such as pavement, curbs, sidewalks, pipes, utilities, footings, structures (including portions thereof), trees and shrubbery, not indicated on the drawings or specified to be removed or altered, shall be protected from damage at all times during construction.*
- E. *All such improvements damaged during construction shall be restored to a condition equal to that existing at the time of award of contract.*
- F. *The Contractor shall connect his/her work to each part of the existing work or work previously installed in accordance with the drawings and specifications to provide a complete installation.*
- G. *The Contractor shall do all cutting and patching of the work required to make the several parts fit together properly and to receive the work of others. The Contractor shall not endanger the work of others by cutting, excavating or otherwise altering their work, and shall not cut or alter the work of others without the written consent of the Engineer. All cut and patched work shall be restored to the satisfaction of the Engineer.*
- H. *The Contractor shall be responsible for removing and disposing of obstructions or obstacles at the job site or along the right-of-way to the satisfaction of the Engineer. Minor obstructions shall be removed and properly disposed of or protected and re-erected in as good condition as existing, at the same or other locations, and directed by the Engineer.*
- I. *Fences, at the site or along the right-of-way, which interfere with construction operations, shall be maintained by the Contractor until completion of work, unless written permission is obtained from the Owner to leave the fence dismantled until construction is completed. The Contractor shall remove, rebuild and extend fences as necessary to keep livestock away from the construction area or from straying away. Upon completion of work, all fences shall be restored to their original location and condition, unless otherwise noted. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost or destroyed.*

**00700-11. WORK DURING INCLEMENT WEATHER:**

*No work shall be done except by permission of the Engineer when the weather is unfit for good and careful work to be performed. If the severity of the weather continues, the Contractor, upon the direction of the Engineer, shall suspend all work until instructed to resume operations by the Engineer, and the contract time will be extended as required to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor at his/her own expense.*

**00700-12. RIGHTS-OF-WAY:**

- A. *The Owner will obtain all land and rights-of-way necessary for all work under this contract. If all land and rights-of-way are not obtained before construction begins, the Contractor shall start work only upon such land and rights-of-way previously obtained by the Owner, and no claim for damages will be allowed because of such delay. If the Owner is unable, for any reason, to obtain the land and rights-of-way necessary for the work, the contract time will be extended as required to cover the time lost by such delay.*
- B. *The Contractor shall confine his construction operations to the immediate vicinity of the locations shown on the drawings, and in no case shall he/she encroach beyond the limits of the Owner's property or rights-of-way. He/She shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic.*
- C. *The Contractor shall locate the limits of the rights-of-way, or property lines, prior to beginning construction. He/She shall be responsible for damage to trees, crops or other property outside the limits of the right-of-way, and shall make satisfactory settlement for damage directly with the property owner involved.*
- D. *Where timber is located on the property or right-of-way, the Contractor shall preserve and protect from damage all trees that do not directly interfere with the prosecution of the work. The Contractor shall not cut any tree greater than 6 inches in diameter and located more than 8 feet from the centerings of the ditch or structure without first consulting the Engineer.*
- E. *Except where specifically directed otherwise by the property owner, all grassed areas within the construction right-of-way and adjacent disturbed areas shall be restored to original or better condition. Within 30 days after backfilling, topsoil shall be replaced and seed planted, fertilized and watered until a permanent grass cover satisfactory to the Engineer and property is obtained. If necessary, a temporary grass cover shall be provided until a permanent cover can be established. If required by the property owner, shrubbery shall be replaced to the satisfaction of the Engineer and property owner.*

**00700-13. WORK ON HIGHWAY RIGHT-OF-WAY:**

- A. *The Contractor shall not begin work in the right-of-way of any State, County or City Department of Transportation until he has secured the necessary permits. He shall conform to all requirements of the Department of Transportation in the prosecution of this portion of the work. Each bidder shall contact the local Department of Transportation representative to determine the exact requirements for work to be done.*
- B. *The Contractor shall provide full time flagmen, with appropriate red flags, at all times when work is in progress along highways. Suitable warning and descriptive signs shall be placed at each end of the working area while work is in progress along highways. These signs shall be well tended, and shall be placed at sufficient distances from the work so that ample warning is given to approaching traffic. Signs shall be adequately lighted at night.*
- C. *Where pipe is installed in open cut across a highway, the cut shall be immediately backfilled and all work of repairing the pavement completed immediately. The Contractor shall keep at least one full lane open for traffic at all times. Any subsequent settlement shall be immediately corrected and repaired.*
- D. *Where a pipeline crossing under a highway is installed within encasement pipe as shown, the encasement pipe shall be provided as specified in the technical sections.*

- E. *Unless otherwise indicated, no excavated material shall be placed on the pavement side of the ditch along highways. The least possible amount of ditch shall be left open when work is not in progress, and equipment shall be removed from the pavement and shoulders during shutdown periods. Shoulders of roadways shall be left in good acceptable condition, and all disturbed topsoil and grass shall be replaced.*

**00700-14. WORK ON RAILROAD RIGHT-OF-WAY:**

- A. *The Contractor shall not begin work on railroad property until he has secured the necessary permits. He/She shall conform to all requirements of the railroad in the prosecution of this portion of the work.*
- B. *Where a pipeline crosses under a railroad, a larger encasement pipe shall first be installed and the pipe laid in it. The work shall be done in accordance with requirements of the railroad company. Encasement pipe shall be provided as specified in the technical sections, and shall be of the size shown on the drawings.*
- C. *The Contractor shall furnish the railroad company the following:*
- 1) *Certificate of Workman's Compensation or Employer's Liability insurance according to state law.*
  - 2) *Certificate of the Contractor's Public Liability Insurance, to protect the Contractor and subcontractor:*
    - a) *For loss of life or injury to person in an amount not less than \$150,000 for any one person, and not less than \$300,000 for any one accident.*
    - b) *For property loss or damage in an amount not less than \$150,000 for any one accident, and not less than \$300,000 aggregate.*
  - 3) *The original policy of Railroad Protective Liability insurance naming the railroad company as the insured:*
    - a) *For loss of life or injury to person in an amount not less than \$150,000 for any one person, and not less than \$300,000 for any one accident.*
    - b) *For property loss or damage in an amount not less than \$150,000 for any one accident, and not less than \$300,000 aggregate.*
    - c) *The Railroad Protective Liability policy shall show the location and description of the work and the name of the Owner for whom the work is done.*
- D. *The Contractor shall pay the cost of flagmen and other expenses of the railroad in protecting traffic. He shall notify the railroad of the time that the work will be done and shall not begin work until authorized by railroad officials.*

**00700-15. USE OF PREMISES:**

- A. *The Contractor shall confine his equipment, the storage of materials and equipment, and his/her*



*operations to areas permitted by law, ordinances, permits, the requirements of the contract documents, and as directed by the Owner and Engineer, and shall not unreasonably encumber the premises with materials or equipment.*

- B. The Contractor shall not overload any part of any structure with weights that will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.*
- C. The Contractor shall comply with and enforce the Owner's rules and instructions in connection with signs, advertisements, fires, smoking, and the routing and parking of vehicles on the premises.*
- D. Unless otherwise directed by the Engineer, the Contractor shall notify the Engineer, with a copy to the Owner, of all blasting operations at least 48 hours before such operations begin.*

**00700-16. LINES AND GRADES:**

- A. The Engineer will establish control points and base lines for control of the work, and will establish bench marks and determine their elevation. The Contractor shall provide such stakes and non-technical assistance as the Engineer may require for the work.*
- B. The Contractor shall have on the job, at all times, a man who is capable of setting stakes and replacing damaged stakes, and who understands the value and use of stakes and cut sheets, to whom the Engineer may deliver information. The Contractor shall furnish and set necessary batter boards and other means of control and shall be fully responsible for their accuracy. Lines and grades will be established as follows:
  - 1) For sewers and storm drains, the Contractor shall stake all offset lines with trench centers. These shall be set sufficiently off from the center line to allow for construction, and not over 50 feet apart when using batter boards. The Contractor shall be responsible for protecting all stakes and shall make necessary replacements. After stakes have been set, the Contractor shall determine necessary elevations and furnish necessary cut sheets for field use. Copies of all cut sheets shall be furnished to the Engineer.*
  - 2) For water mains, the Engineer will stake necessary control points to establish the center line of the main, which is to be located by the Contractor. The Engineer will also indicate locations of fire hydrants and valves.*
  - 3) For plant or building work, the Engineer will stake a construction base line, establish a bench mark and give its elevation to the Contractor. The Contractor shall stake all individual structures, provide batter boards, and set elevations for the work.**
- C. The Contractor shall establish all necessary lines and reference points for partitions, walls, floors, ceilings, openings, etc., both before and after concrete, masonry and other "roughing-in" materials are placed. Locations of all lines and points shall be verified by an overall distance check, end to end or side to side as applicable, of all intermediate dimensions.*

**00700-17. SITE DATA:**

*The Owner will make available to all prospective bidders, prior to the receipt of bids, information that he/she may have as to sub-surface conditions in the vicinity of the work, topographical maps, or other information that may assist the bidder in properly evaluating the amount and character of the work required for construction. Such information is given, however, as being the best information available to the Owner at the specific location without*

*the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. The Contractor shall satisfy himself as to the nature of the work, shall investigate all other matters which may in any way affect the work under this contract, and shall determine the character of equipment and facilities needed preliminary to and during the prosecution of work. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained herein.*

**700-18. EQUIPMENT INSTALLATION:**

*When equipment of any kind is to be installed in a building or structure, and minor changes are necessary in the building or structure to accommodate the equipment, such changes shall be considered incidental to the proper completion of the work, and shall be made by the Contractor without additional compensation therefore.*

**00700-19. QUANTITIES OF ESTIMATES:** *The estimated quantities of work to be done and materials to be furnished under this contract shown in any of the documents, including the bid, are given for use in comparing bids and to indicate approximately the total amount of the contract. The Owner reserves the right to increase or decrease the amount of work under this contract as specified elsewhere in these contract documents.*

**00700-20. CLEANING UP:**

- A. *During construction, the Contractor shall maintain the site and adjacent public and private property, including streets and highways, free from accumulations of waste, debris, rubbish and dirt caused by his operations. Dry materials and rubbish shall be wet down as necessary to prevent blowing dust.*
- B. *At completion of the work, the Contractor shall remove all waste materials, rubbish, tools, construction equipment and machinery, surplus materials and temporary facilities, and shall clean all exposed finished surfaces to prepare the project for occupancy by the Owner.*
  - 1) *Grease, dust, dirt, stains, labels, fingerprints and other foreign materials shall be removed from all exposed finished surfaces. All surfaces so designated shall be polished to a shine finish.*
  - 2) *Marred or damaged surfaces shall be repaired, patched or touched up to the specified finish or to match adjacent surfaces.*
  - 3) *Floors and paved surfaces shall be broom clean. Other surfaces of the grounds shall be raked clean.*
  - 4) *Both sides of all glass surfaces shall be cleaned.*
- C. *Cleaning and disposal operations shall be conducted in accordance with local ordinances and anti-pollution laws. Wastes shall not be disposed of into streams or waterways.*

**00700-21. INSPECTION CERTIFICATES, BONDS AND GUARANTEES:**

*Upon final completion of the work and prior to submission of certificate for final payment, the Contractor shall have had electrical plumbing, heating and other work, as applicable inspected by the proper authorities as required by the technical sections of the specifications and all applicable codes, laws and ordinances. Before final payment is made, the Contractor shall submit all inspection certificates to the Engineer covering such work, signed by the proper authorities, together with all required bonds and guarantees.*

**00700-22. ESTIMATES NOT TO PREVENT FINAL REJECTION:**

*Final inspection and acceptance of the work will take place at completion of the work under this contract. Any inspection or acceptance of materials and workmanship at mills, shops or elsewhere to facilitate the progress of the work will not preclude rejection of such materials or workmanship thereafter if the same is found unsuitable or not in complete accordance with the contract documents.*

**00700-23. FINAL INSPECTION:**

*Upon written notice from the Contractor that the work is complete, the Engineer, Owner and applicable jurisdictional agencies will make a final inspection, and will notify the Contractor in writing of all defective, incomplete or otherwise unacceptable work revealed by the inspection. The Contractor shall immediately correct all such deficiencies to the satisfaction of the Engineer.*

**00700-24. GUARANTEES:**

- A. *If, in fulfilling the requirements of this contract, the Contractor disturbs any work guaranteed under another contract, he/she shall restore such disturbed work to a condition satisfactory to the Engineer, and shall guarantee such restored work to the same extent as it was guaranteed under the other contract.*
- B. *All special guarantees applicable to specific parts of the work that may be stipulated in the contract documents shall be subject to the terms of the general one-year guaranty (see General Conditions) during the first year of the life of such special guarantee.*

**00700-26. TEMPORARY UTILITIES:**

- A. *The Contractor shall provide all equipment, fuel, supplies, services and attendance for interim heating as required during construction to protect the work against damage from cold weather. Unless otherwise specified, the permanent heating system shall not be used to provide temporary heat. The Contractor's proposed methods of heating shall be submitted to the Engineer for approval.*
- B. *During construction, the Contractor shall provide all interim electrical power and wiring required for operation of power tools, equipment and machinery and for temporary lighting. Lighting shall be provided where necessary for proper workmanship, inspection and safety. Temporary electrical service shall be installed and maintained by a qualified electrical contractor approved by the Engineer. The Contractor shall pay all charges for electrical service required for temporary power and lighting.*

**00700-27. UNAUTHORIZED DISCHARGES:**

*During construction, the Contractor shall be solely responsible for prevention of unauthorized discharges of wastewater and sludge which may result in such environmental problems as fish kills, contaminated water supplies and the interruption of the intended use of certain stream segments. Such unauthorized discharges are a violation of state law and will be strictly enforced in accordance with all applicable laws and regulations. The Contractor shall be liable for all civil penalty assessments as prescribed for such violations.*

*End of Section*

## ASPHALT PAVING SPECIFICATIONS

### PART 1 – GENERAL

#### ARTICLE 1 – STANDARD SPECIFICATIONS

- 1.1 Unless otherwise specified herein the work shall be governed by the SCDOT Standard Specifications for Highway Construction.

#### ARTICLE 2 – PREPARATION OF SHOULDERS

- 2.1 This preparation work, when required, will be accomplished by the Contractor, using a grader to cut back shoulders to expose edge of asphalt and a broom tractor to sweep off loose debris.

#### ARTICLE 3 – PREPARATION OF EXISTING SURFACE

- 3.1 Before spreading materials, the surface of the pavement shall be cleaned of all debris by sweeping and other methods as necessary. A tack coat shall be applied to the pavement, using **spray bars on tack truck** before placement of mix. (Section 401.22. “Standard Specifications”). After tack coat is applied, it shall be allowed to dry to the proper condition of tackiness to receive the mix. The tack coat shall be applied only as far as necessary in advance of the mix in order to attain the proper condition of tackiness.

#### ARTICLE 4 – RATE OF APPLICATION

- 4.1 The rate of application shall be 200 lbs/sqyd, to produce a minimum compacted roadway surface throughout the cross section of 1½” at any given site. The tonnage estimate indicated in the Road List is 200 pounds per square yard, which includes any, leveling courses as may be required. The Contractor shall have on the site at all times a depth gauge to measure loose thickness of asphalt.

#### ARTICLE 5 – MATERIALS

- 5.1 Type C asphalt concrete surfacing shall be used. The Contractor shall provide certifications that all the materials used in the asphalt mix meet or exceed the requirements. The materials used in the mix will meet or exceed requirements and be from a S.C.D.O.T. approved source. The Contractor shall submit to the City, **prior to beginning work**, the source for all the materials used in the asphalt mix (**JOB MIX FORMULA**). The City must approve the sources for the materials.

*ARTICLE 6 – LEVELING COURSE*

- 6.1 Roads or Streets that contain areas of non-uniform cross sections will be repaired with the self-propelled machine prior to resurfacing. The quantities of material for leveling are included with the total paving quantities and shall be paid for in the same manner. Small variances may be repaired during the normal paving pass. The contractor and the engineer prior to any resurfacing to determine where leveling courses are required shall inspect all roads.

*ARTICLE 7 – DRIVEWAYS AND INTERSECTIONS*

- 7.1 It is not the intent of this contract to tie-in driveways by paving to the right-of-way line. Feathering in the edge of the driveway shall make driveway tie-ins. Intersections shall be paved according to directions provided by the City of Spartanburg.

*ARTICLE 8 – TRAFFIC CONTROL*

- 8.1 A. The Contractor is responsible for traffic controls and shall conform with Part 6 of The FHWA (FEDERAL HIGHWAY ADMINISTRATION) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), latest edition. The Contractor is responsible for providing a safe work area at all times for his employees and a safe environment for the public. The Contractor shall conform to all safety laws and regulations of the Federal, State, and Local level at all times. Payment for Traffic Control shall be included in the unit price for asphalt pavement.
- B. The Contractor shall designate a responsible member of his organization with sufficient qualifications whose duty shall be the prevention of accidents. This person shall be responsible for assuring that all necessary precautions are taken for the protection of the public and all workers and for assuring that the Maintenance of Traffic Provisions of the Standard Specifications are effectively administered.
- C. In addition to the Contractor maintaining traffic throughout the length of this project as required by the Specifications, it will also be necessary that the Contractor, prior to beginning any work, submit to the City of Spartanburg Traffic Engineering Department for approval his traffic control plan.
- D. The City of Spartanburg reserves the right to restrict construction operations when the continuance of the work would seriously hinder normal traffic flow during holidays, extended holiday periods, weekends, special events or any time traffic is unusually heavy. The City of Spartanburg's right is to restrict construction operations shall include lane closures, road closures, or any operations determined a detriment to normal traffic flow. Also, do not close lanes or streets with high volume commuter traffic in cities and urban areas during these periods unless otherwise specified.

- E. The Contractor performing the work shall provide, install, remove, relocate as necessary, and maintain all traffic control devices throughout the project. When not in use, remove unnecessary traffic devices in conflict with the roadway conditions to prevent confusion of the traveling public.
  
- F. Repair or replace damage or failed traffic control devices as specified by the standard specifications, these special provisions, all supplemental specifications, and as directed by the Engineer. The Contractor shall notify the Engineer prior to repairing or replacing substandard traffic control devices. The Contractor shall provide the Engineer with indisputable evidence that all repairs or replacements were according to manufacturers and S.C.D.O.T. specification. If the Contractor fails to provide the Engineer with proper notification and evidence of conformity with all manufacture's and City specifications, the Engineer will immediately suspend all work. The City will continue the Suspension of work until the Contractor resolves all questions regarding the repairs or replacements. Also, without proper notification and evidence of conformity with the manufacturer's and departmental specifications, the Contractor shall forfeit payment for those repair or replacement items in questions.
  
- G. The Contractor shall conduct frequent inspections of the project to determine the adequacy, effectiveness, and maintenance requirements of the traffic control devices. Repair or remove damaged traffic control devices from the job site. Immediately replace those traffic control devices removed from the job for repairs or due to failure with duplicate devices in the proper operational condition. Maintain the required level of reflectivity, and color by keeping all signs, barricades, drums, and cones clean. MUTCD SECTION 6F.04

- H. Promptly eliminate any hazardous conditions resulting from a strike by an errant vehicle or a mechanical or electronic failure of an advance warning arrow panel or a truck-mounted attenuator. The Contractor shall have no more than two hours to begin replacement or repair operations of the defective or damaged equipment. The Engineer will deal with failure by the Contractor to execute replacement or repair operations as failure to provide traffic control as outlined.
- I. The Contractor shall install and conduct all flagging operations according to these special provisions and the MUTCD. Install all essential signs, including the "Advance Flagman" signs (W20-7-4), in advance of the flagman stations as directed by the MUTCD. The flagman shall conduct themselves and the operation within all requirements as set forth by the MUTCD. Erect all signs prior to beginning the operation and immediately remove or cover upon termination the operations. Station each flagger in accordance with MUTCD Section 6E.05. Equip each flagger with a Stop/Slow paddle. The City prohibits the use of flags except during emergency situations. The Engineer will deal with failure by the flagman to conduct the operation properly within all requirements of these special provisions and the MUTCD or without the necessary signs as failure to provide the traffic control as outlined. **All Flagmen must be able to speak and understand the English Language.**
- J. Install all work zone signage and temporary traffic control devices as specified in the MUTCD. The City prohibits omission or substitution of these signs unless otherwise specified by these special provisions or directed by the Engineer.
- K. Prior to beginning work, the Contractor and Engineer shall jointly inspect the project limits to determine the necessity for sign removal or relocation and the number of these signs and their locations. Remove, relocate, or cover any existing permanent signs in conflict with changes in traffic patterns or speed limits as a result of the installation of the Traffic Control Plan. The Contractor shall install the appropriate temporary signing to the satisfaction of the Engineer. The Contractor shall immediately remove signing and restore the permanent signing upon removal of the conflict unless otherwise directed by the plans and the Engineer. Any necessary removal, relocation, storage, protection, and re-erection of signs located within the scope located within the scope of the project are the responsibility of the Contractor. Conduct the re-erection of these signs as directed by the Engineer. The contractor is responsible for the storage of all signs removed from the project site and for the prevention of any corrosion, bending or defacing of the signs in any manner during storage. The Contractor shall replace any sign damaged due to improper protection during removal, storage, or reinstallation with one in such condition equal to that of the sign immediately prior to the sign's removal. The City will make no separate payment for removal, storage, and re-erection of these signs.



- L. The Contractor shall cover unnecessary sign either in their entirety with an opaque material or remove them from the job site when not in use. The City prohibits redirection a sign instead of covering or removing the sign. The Contractor shall cover signs in a manner to prevent any perception of the message by the motorist. Use weather resistant materials to cover these signs to prevent any exposure of a covered sign due to adverse weather conditions or long periods of time. **The Contractor shall remove portable signs and their supports and all other traffic control devices from within a 30' of a travel lane when not in use.**
- M. The City prohibits drop-offs greater than 2" between adjacent travel lanes open to traffic. During milling, resurfacing, or any similar operations, the City shall restrict acceptable drop-offs less than 2" on multilane facilities to no more than one drop-off between adjacent travel lanes carrying traffic in the same direction. Observe all restrictions regarding grade elevation differences and lane closures by maintaining an approved construction schedule. The Contractor shall have the Engineer's approval of the schedule for all milling, asphalt concrete binder course placement, asphalt concrete surface course placement, or any similar operations before beginning work.
- N. On roadways open to public travel, the Contractor's trucks and all other construction related vehicles would travel in the direction of normal roadway traffic. However, when these vehicles are operating within a closed travel lane, they may travel in either direction as necessary. The City PROHIBITS the Contractor or any subcontractor from storing material and equipment within 30' of a travel lane unless there is guardrail or temporary concrete barrier to protect the area. Also, the City PROHIBITS the employees of the Contractor or a subcontractor from parking personal vehicles within 30' of a travel lane unless there is guardrail or temporary concrete barrier to protect the area. The Contractor shall remove portable sign supports and all other traffic control devices from within 30' of a travel when not in use.

- O. The City encourages contractors to cooperate with the news media since all projects use public funds. Because the scope of this project will cause disruption of normal traffic flow, the Contractor shall notify the Public of disruptive activities such as lane closures.
- P. The Contractor shall use all media to accomplish public notification of traffic disruptions.
- Q. The Contractor shall deal directly with the news media and make all reasonable efforts to cooperate with the media. However, do not disrupt the safety, security and construction schedule on site to accomplish this. The Contractor may coordinate these activities with and receive guidance from the City of Spartanburg Civil Engineering Department.

*ARTICLE 9 – CONSTRUCTION METHOD FOR PAVING*

- 9.1 The construction methods shall be in accordance with Section 401, “Standard Specifications”. The road widths listed are approximate and the width of City roads may vary. **Roads shall not be paved wider than the existing pavement. This requires following the edge of the pavement with the asphalt machine.**
- 9.2 Roads that are to be widened must be milled using a 2ft. drum. The milling shall be inset into the original pavement surface 6” and 4inches in depth with binder. The total widening on each of the roadway will be 18 inches. The contractor will be responsible for the removal and replacement of any obstruction such as mailboxes, signs, etc. **All concrete driveways will be saw cut and in a uniform manner.**

*ARTICLE 10 – CONTRACT OF ROAD WARRANTY*

- 10.1 A. The Contractor shall be responsible for the work as accepted by the City of Spartanburg. Acceptance shall be in writing after request from the Contractor and approval by Spartanburg City. The Contractor shall furnish a one (1) year written warranty on the paving, to include materials and workmanship. This warranty shall be one (1) year from the date of acceptance.
- B. The Contractor further warrants that defects in the work shall be promptly corrected at its own expense after notification from the City of Spartanburg, in writing, **within the warranty period.** In the event the Contractor fails to correct any defect, the City of Spartanburg shall be free to pursue all other remedies provided for by law

*ARTICLE 11 – INSPECTION PERSONNEL*

11.1 All inspection personnel will act as agents of the City of Spartanburg. The City of Spartanburg will administer the Contract and will be responsible for all payments to the Contractor. **No roads shall be paved without the City of Spartanburg inspection personnel on site.**

*ARTICLE 12 – PRE-CONSTRUCTION CONFERENCE*

12.1 A Pre-construction Conference between the Contractor and the City of Spartanburg Engineering Department will be held prior to the commencement of the work, at which time construction paving schedule shall be submitted and inspection of roads to determine leveling courses will be scheduled.

*ARTICLE 13 – UTILITY COORDINATION*

13.1 The Contractor will assist the City of Spartanburg in utility coordination by notifying the City of the roads where valve adjustments and manhole adjustments have not been completed. The Contractor will not pave over valve covers or manhole covers.

*ARTICLE 14 – COMPACTION*

14.1 **COMPACTION OF HOT LAID ASPHALT CONCRETE BASE BINDER AND SURFACE COURSES** Subsection 401.24, Compaction, of the Standard Specifications shall be revised as follows:

**A. General**

The Contractor may select the equipment for spreading and compacting the mixture, except that intermediate rolling shall be pneumatic roller.

**B. Contractor's Monitoring Program**

The Contractor shall be responsible for monitoring the compaction and process and will be responsible for making adjustments in equipment and/or roller pattern so the finished asphalt pavement will meet the specified in-place density requirement. The Contractor shall conduct in-place density tests at least every 500 feet per paving lane width by conducting nuclear gauge or non-nuclear tests at randomly selected locations approved by the Engineer and at least one foot from any unsupported edge.

The average nuclear gauges density for a lot, a day's production of asphalt mixture, should be at least 100% of the target density obtained by SC-T-65. Individual nuclear density tests should not be less than 92% of the maximum theoretical density or 96% of laboratory density as determined by AASHTO T209.

**C. Documenting and Reporting Compaction Test Results**

The Contractor shall have on-site at all times a nuclear density gauge with licensed personnel to operate it. Nuclear or non-Nuclear density gauge may be used to determine the density of the roadway. The Contractor shall submit all nuclear gauge compaction tests on Laboratory Form 266 which can be obtained from the Research and Materials Engineer upon request. The Contractor shall submit his compaction test results to the Engineer at least once a week.

**D. Weak Base or Poor Surface Conditions**

If, in the judgment of the Engineer, a weak base or poor surface condition results in a density lower than that specified may be established by the Engineer.

**E. Basis of Payment**

The cost of all work determining compaction shall be included in the Unit Bid Price for asphalt mixes.

*ARTICLE 15 – ALTERATION OF QUANTITIES*

15.1 **The City of Spartanburg reserves the right to add or delete to the list of maintained roads and streets to be resurfaced during the contract period.** The Contractor agrees to resurface the additional roads and streets at the same price per ton as the original bid. The Contractor will be given additional time to complete the contract if additional roads and streets are added to the list. This time will be calculated based on two (2) additional days for each one (1) mile of road added. For the purpose of counting the additional days, only weekdays with temperatures above 50 degrees for the entire day will be counted. Official City of Spartanburg holidays will not be counted, nor will days with rain or wet pavements, or days not deemed suitable for paving by the City of Spartanburg. Likewise, the City of Spartanburg reserves the right to delete roads and streets from the resurfacing list or substitute Type C for Intermediate Type C if deemed in the best interest of the City of Spartanburg. Increases or decreases in the quantities of the work shall in no way invalidate the unit bid or contract prices. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done.

*ARTICLE 16 – WEATHER*

16.1 Section 401.14 of the SCDOT Specifications shall be revised as follows:

Weather Restrictions for Paving

Lift Thickness (inches)	Minimum Surface (F)
1.0 or less	55
1.1 to 2.0	45
2.1 to 3.0	40
3.1 to 4.5	35
02100-9	

The contractor is to have a hand-held infrared temperature gauge on site and monitor surface temperature. The Contractor shall not plan paving operations if the surface temperature is expected to drop below levels during the planned paving time.

*ARTICLE 17 – MISCELLANEOUS TESTING*

17.1 The City shall perform random plant inspections and core samples at their own expense.

*ARTICLE 18- MISCELLANEOUS PAVING*

The contractor shall include in the unit Price for Type C asphalt the installation of asphalt material at various sites within the section he may be currently working, to pave over areas where culverts have been replaced or bridges may have to be tied into the existing roadway.

*ARTICLE 19 – PAVEMENT STRIPING*

Roads and streets that are to be striped shall be striped within three days after paving. **All existing pavement markings must be replaced within three days after paving.** Asphalt unit pricing shall include replacement of all existing pavement markings. Most roads are to receive double yellow centerlines and white edge lines. All roads that are widened will be stripped.

*ARTICLE 20- ADDITIONAL CONSTRUCTION METHODS*

*20.1- SHOULDER MATERIAL*

Shoulder work should start within 24 hrs. After road has been paved. Low shoulder signs should be placed until shoulder work is completed.

**Shoulder material will be dirt only.** No millings or screened millings will be allowed. A mining permit will be required for dirt locations used for shoulders. Shoulder material will be compacted upon placement, scarified before applying grass including seeds, mulching, nitrogen, fertilizer, lime and tacking.

20.2- Contractor will be responsible for all utilities risers.

20.3- Rubber tire roller will be on the job at all times.

20.4- All roads to be widened shall be constructed first and completed in full before starting any other work.

20.5- All roads that require milling (CURB AND GUTTER) will be paved within 24 hrs. after milling due to the possibility of inclement weather. These milled roads will not be allowed to set over weekends.

20.6- Delayed Trucks: If paving operation ceases for a period of one hour or more a paper joint shall be constructed. Paper joints will be constructed on transverse joints at the end day (SCDOT 401.32).

20.7- Hand tamps, mechanical tampers, or hand roller will be on the job site at all times for small areas (SCDOT SPECS. 405.4.9)

20.8- NO PAVING AFTER DARK Do not allow a load to leave the plant so late in the day it cannot be spread, finished and compacted in daylight hours (SCDOT SPECS. 401.4.17) unless proper mechanical lighting is furnished.

**SECTION 02616  
PAVEMENT MILLING**

**PART 1. GENERAL**

1.1 DESCRIPTION

- A. Work included: The work shall consist of milling bituminous pavements in accordance with these specifications and at locations and typical sections indicated on the drawings, or as directed by the Engineer.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods for proper performance of the work of this Section.

1.3 WARRANTY

- A. Provide a two-year warranty on all work associated with pavement milling within the South Carolina Department of Transportation (SCDOT) rights-of-way beginning on the date of acceptance by the SCDOT.

**PART 2. PRODUCTS**

- 2.1 Not Used.

**PART 3. EXECUTION**

3.1 GENERAL

- A. Milling operation:
  - 1. Mill the existing pavements to the indicated profile and cross-section at the locations shown on the drawings.
  - 2. Contractor may elect to make multiple cuts to achieve the depth of cut or cross slope required by the drawings.
- B. Cold milling machine:
  - 1. Provide a self-propelled pavement profiler with sufficient power, traction and stability to cold mill bituminous and portland cement concrete pavements.
  - 2. Equip machine with grade and slope control systems which will automatically control the longitudinal profile and cross-slope of the milled surface to an accuracy of  $\pm 0.01$ " by the use of one or more sensors.
  - 3. The machine shall be capable of leaving a uniform surface without damage to the underlying pavement structure.
  - 4. The gross weight of the milling machine and the hauling trucks shall be sized and distributed to avoid overstressing or damaging any existing pavement structure or subgrade.

5. Provide conveyors to transfer the milled material from the pavement to a hauling truck.

C. Grade control:

1. Establish the profile and cross-slope of the milled surface by string lines and an automatic cross-slope control mechanism.
2. The milled pavement surface will be subject to visual and straightedge inspection.
3. Provide and maintain a 10-foot straightedge in the vicinity of the milling operation at all times for the purpose of measuring surface irregularities of the milled pavement surface.
4. Provide personnel trained in the proper usage of the straightedge.
5. Re-mill all longitudinal irregularities in excess of  $\frac{1}{4}$ " in 10-feet at no additional cost to the Owner, including the cost of any leveling material that may be needed.
6. The cross-slope shall be uniform to a degree that no depressions or misalignment of slope greater than  $\frac{1}{4}$ " in 10-feet are present when tested with a straightedge placed perpendicular to the centerline.

D. Protection:

1. Proceed in such a manner as to prevent damage to the underlying pavement structure, utilities, drainage structures, light fixtures, paved surfaces outside the milled area, and any other appurtenance.
2. The milled pavement surface shall be reasonably free of excessive scarification marks or other damage as determined by the Engineer.
3. Any leveling or patching required as a result of negligence by the Contractor shall be repaired with hot asphalt plant mix at no cost to the Owner and in a manner acceptable to the Engineer.
4. Manholes, inlets, light fixtures, utility lines, and other existing features damaged by the Contractor's operations shall be repaired or replaced at no expense to the Owner.
5. The Engineer may require re-milling any area where surface laminations or defects resulting from the Contractor's operations cause a non-uniform surface.

E. Cleanup:

1. The milled pavement surface shall be thoroughly cleaned of all loose aggregate particles, dust, mill cuttings, and other objectionable material.
2. Cuttings not immediately picked up during milling and removal operation shall be promptly removed by power brooming, vacuuming, blowing, or other means as necessary.
3. Cleanup shall be performed before traffic or construction equipment is allowed to re-compact and re-bond loose milling residue to the milled surface.
4. All pavement millings shall be disposed of off the Owner's property by the Contractor.

F. Dust and hazard control:

1. Provide the milling equipment with dust control devices as needed to meet local, State and Federal pollution control regulations.



Conduct the pavement removal operations to effectively control within regulations the amount of dust begin emitted.

2. Plan and conduct the operation so that it is safe for persons and property adjacent to the work including the traveling public.

G. Miscellaneous equipment used:

1. Provide power brooms, hand brooms, shovels, vacuums and/or other equipment as needed for a final cleaning of milled surface and disposal of debris.

3.2 MEASUREMENT AND PAYMENT

- A. The quantity of milled bituminous concrete pavement for payment for will be the actual number of square yards of milled pavement surface approved, completed, and accepted.
- B. Milling in multiple cuts will be counted as one surface, not multiple surfaces.
- C. Milled pavement, measured as defined above, will be paid for at the Unit Price Bid per square yard.
- D. Payment shall be full compensation for all work covered by this Section, including, but not limited to, milling the pavement, cleaning the milled surface, loading, hauling, and disposal of all milled material and for all materials, labor, equipment, tools, and incidentals necessary for satisfactory performance of the work.

END OF SECTION

# **INSURANCE REQUIREMENTS**

## **CONTRACTOR INSURANCE REQUIREMENTS**

Contractor shall provide, pay for and maintain in full force and effect, all insurance outlined herein with limits of liability not less than the limits of liability shown covering Contractor's activities, those of any subcontractors or anyone directly or employed by any of them, or by anyone for whose acts any of them might be liable.

### **Insurer Qualifications**

All insurance should be provided through insurance companies authorized to do business in South Carolina with an A M Best's Rating of no less than A and shall be approved by and acceptable to Owner.

### **Certificates of Insurance**

Within **5 (five) days** of execution of Contract but **PRIOR** to commencing Work, Contractor's insurer shall provide to Owner a Certificate of Insurance issued by an authorized representative of its insurer certifying that the insurance as required in this Exhibit is in full force and effect. Certificates should be sent via fax or mail to the following:

Risk Coordinator  
City of Spartanburg  
P. O. Box 1749  
Spartanburg, SC 29304  
Fax:# 864-596-2262  
Email: [kbooker@cityofspartanburg.org](mailto:kbooker@cityofspartanburg.org)

The original of the Certificate is to be sent as well. The Certificate shall include a statement that the policies will not be canceled or non-renewed without 30 days advance written notice to Owner.

### **Primary Insurance**

All insurance coverage required of the Contractor shall be primary over any insurance or self insurance carried by City of Spartanburg.

### **Duration of Coverage**

All required insurance coverage shall be maintained without interruption during the entire term of the Contract plus an additional 3 years for Products and Completed Operations Coverage following final acceptance of the Work by Owner.

### **Subcontractor's Insurance**

The Contractor shall require any Subcontractor to purchase and maintain insurance of same types and limits required herein.

**Waiver of Subrogation**

The Contractor shall require all policies of insurance as required herein to be endorsed to provide that the insurance company shall waive all of its right of recovery or subrogation against Owner. The Contractor shall require similar waivers from any Sub-contractors.

**Additional Insured**

The Contractor's insurance policies as required herein with the exception of Workers Compensation shall be endorsed to name Owner as an additional insured.

**Insurance Coverage and Limits**

**Workers' Compensation:** The Contractor shall provide and maintain Workers Compensation insurance in each jurisdiction in which the Work is located.

Limits:

Coverage A – State Statutory Benefits	
Coverage B - Employers Liability	\$1,000,000

Specific Coverage:

- United States Longshoremen and Harbor Workers Act
- Coverage endorsement must be provided if any work is to be performed on or around navigable water.

**Automobile Liability:** Contractor shall provide and maintain Business Auto

Liability insurance covering bodily injury and/or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Limits:

Combined Single Limit Each Accident:	\$1,000,000
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**Commercial General Liability:** Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for bodily injury, personal in-jury, and/or property damage (including loss of use).

Limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000

Specific Coverage:

Occurrence Form  
Blanket Contractual Liability  
Underground Explosion and Collapse

**Umbrella/Excess Liability:** Contractor shall provide and maintain Umbrella/Excess Liability Insurance on an occurrence basis with coverage as broad a underlying policies.

Limits:

Each occurrence:	\$2,000,000
Annual Aggregate:	\$2,000,000

Specific Coverage:

Blanket Contractual Liability  
Follow Form Primary

**Other Insurance:** Any other insurance as specified by Owner in the Contract Documents.

**Changes:** Exceptions to specified insurance requirements shall be submitted at time of any bid.

**CITY OF SPARTANBURG**

**BUSINESS LICENSE APPLICATION**

(864) 596-2055 (864) 596-2424 Fax  
P O Box 1749 Spartanburg, SC 29304  
Bus Lic# \_\_\_\_\_

Year \_\_\_\_\_

**\*\*All City of Spartanburg Business License expire December 31<sup>st</sup> of each year\*\***

\_\_\_ New Business \_\_\_ Renewal of License \_\_\_ Change of Ownership \_\_\_ Change of Location

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Location: \_\_\_\_\_ Start Date: \_\_\_\_\_

Telephone number: Business ( ) \_\_\_\_\_ or ( ) \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Type of ownership: \_\_\_ Sole Proprietor \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Other

Are you a Contractor? \_\_\_ Yes \_\_\_ No Are you located \_\_\_ inside or \_\_\_ outside the city limits?

State Contractors License No. \_\_\_\_\_ SC State Sale Tax No. \_\_\_\_\_

Do you have Coin Operated Machines? \_\_\_ Yes \_\_\_ No How many? \_\_\_\_\_

Do you own the Machines? \_\_\_ Yes \_\_\_ No What type of Machines? \_\_\_\_\_

Types of Business or Profession - Please describe in detail products sold or services provided.

**Computation of Fees**

**A. New Business - (Fees are due Prior to beginning operation in the City)**

- 1. Estimated total gross sales/revenue for remaining of the year ending December 31, \_\_\_\_\_ \$ \_\_\_\_\_
- 2. Calculate and enter fee based on A1. \$ \_\_\_\_\_

**B. Existing Business (After 2<sup>nd</sup> year of operation)  
\*\*Bus License fee is due/payable by last day of February\*\***

- 1. Total actual gross sales/revenue for preceding December 31, \_\_\_\_\_ \$ \_\_\_\_\_
- 2. Total Gross receipts \$ \_\_\_\_\_
- 3. Calculate fee based on B3. \$ \_\_\_\_\_
- 4. Penalties due (Delinquent after end of February) \_\_\_\_\_ % \$ \_\_\_\_\_
- 5. Total Fees \$ \_\_\_\_\_

**Owner Information**

Name of Owner \_\_\_\_\_ Social Security No. \_\_\_\_\_

Telephone number: ( ) \_\_\_\_\_ Home ( ) \_\_\_\_\_

I UNDERSTAND THAT ISSUANCE OF A CITY BUSINESS LICENSE DOES NOT RELIEVE ME OF THE RESPONSIBILITY OF MEETING ALL CITY OF SPARTANBURG ZONING AND BUILDING CODE REQUIREMENTS. I AM SUBJECT TO ALL PROVISIONS OF THE BUSINESS LICENSE ORDINANCE OF THE CITY OF SPARTANBURG.

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE.

owner \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE: AN ORIGINAL CITY OF SPARTANBURG BUSINESS LICENSE APPLICATION IS INCLUDED IN THIS BID PACKET FOR YOU TO COMPLETE**

**MWBE Good Faith Effort Participation Commitment Contract**

This form should be filled out completely and *included in your bid document*. This form should also be accompanied by an executed Letter of Intent from each Sub-Contractor firm listed in this form. You may use additional sheets if necessary.

<b>BID NO:</b>		<b>DATE:</b>	
<b>PROJECT NAME:</b>		<b>ADDRESS:</b>	
<b>PRIME CONTRACTOR:</b>		<b>CITY:</b>	<b>STATE:</b>
<b>CONTACT PERSON:</b>		<b>EMAIL:</b>	
<b>TELEPHONE: (    )</b>		<b>FAX: (    )</b>	

**MWBE SUBCONTRACTORS**

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total MWBE Participation						\$	%
Total Contract Amount						\$	
<b>MWBE CLASSIFICATION</b>							
MBE-B - African American   MBE-S - Asian American   MBE-H - Hispanic American   WBE - American Woman   MBE N/A - Native American							

**NON-MWBE SUBCONTRACTORS**

COMPANY	MWBE CLASS	CITY, STATE	CONTACT	PHONE	TYPE OF WORK TO BE PERFORMED	SUBCONTRACT AMOUNT	% OF WORK
						\$	%
						\$	%
						\$	%
						\$	%
Total Non-MWBE Participation						\$	%
Total Contract Amount						\$	

**INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE**

I HERBY CERTIFY THAT IT IS OUR INTENT TO PERFORM 100% OF THE WORK REQUIRED FOR THE ABOVE PROJECT. IN MAKING THIS CERTIFICATION, THE BIDDER STATES THAT THE BIDDER DOES NOT CUSTOMARILY SUBCONTRACT ELEMENTS OF THIS TYPE OF PROJECT, AND NORMALLY PERFORMS AND HAS THE CAPACITY TO PERFORM AND WILL PERFORM ALL ELEMENTS OF THE WORK PROJECT WITH HIS/HER OWN CURRENT WORK FORCES; AND IF THE BIDDER DOES NOT PERFORM 100% OF THE WORK REQUIRED, THE BIDDER WILL PROVIDE A LIST OF SUBCONTRACTORS

THE BIDDER AGREES TO PROVIDE ANY INFORMATION OR DOCUMENTATION TO THE CITY OF SPARTANBURG IN SUPPORT OF THE ABOVE STATEMENT.

THE UNDERSIGNED HEREBY CERTIFIES THAT HE OR SHE HAS READ THIS DOCUMENTATION AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENTS HEREIN SET FORTH.

The listing of an MWBE shall constitute a representation by the bidder/responder to City of Spartanburg that such MWBE has been contacted and properly apprised of the upcoming City of Spartanburg project. Bidders/Responders are advised that the information contained herein is subject to verification by the Minority & Women Business Enterprise Program Coordinator and that submission of said information is an assertion of its accuracy. These documents are a part of this solicitation and contract. You are required to fill out this information.

I certify that the above information is true to the best of my knowledge:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Signature

Notary Seal

**THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL**