

***Bid Package
for
Duncan Park Natural
Trail Improvements***



JOB NO: 2406

July 22, 2024

Proposal No: 2425-08-02-01

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGES</u>
 <u>Bid Information/Forms</u>	
Invitation to Bid	2
Information for Bidders	7
Bid Form (Must Be Completed)	4
Non-Collusion Affidavit of Prime Bidder	1
Bid Bond	2
Technical Specification	20
Exhibit Drawing	1
Insurance Requirements	3
City Business License	1
M/WBE/DBE Good Faith Efforts Documentation (Must Be Completed)	3



Legal Notice

Request for Proposals Duncan Park Natural Trail Improvements

City of Spartanburg
P.O. Box 1749
145 W. Broad Street
Spartanburg, SC. 29304
Email: cwright@cityofspartanburg.org

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from vendors to provide services for Improvements of a natural trail in the City of Spartanburg Duncan Park.

Bids are invited upon the several items and quantities of work as follows: **Services include grading existing trail, removal of trees, if necessary. Install and roll 6" crusher run stone base approximately 950 tons and asphalt connection from boardwalk to existing asphalt trail. Selected contractor will need to mobilize immediately.**

Proposal No: 2425-08-02-01

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.

There will be a pre-bid meeting on site Monday July 29, 2024, at 11:00 AM at Veteran's Pointe Memorial Park, (Duncan Park) 81 W. Park Drive Spartanburg, SC 29302.

Contract documents may be examined at the offices of the Owner, (City of Spartanburg), or Associated General Contractors in Greenville, South Carolina and Charlotte.

Technical questions regarding the scope of services should be directed to Jay Squires Public Works Director, 864-596-2089 or by email at jsquires@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. Questions regarding Minority and Women Business participation should be directed to Kensley Aiken, Minority Business Development Coordinator, at 864-596-3449 or by email at kaiken@cityofspartanburg.org.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **August 2, 2024 at 3:00**, City Office, 187 W. Broad Street, at which time they will be publicly opened and read aloud in the Procurement office, same location. Complete proposal package also available at www.cityofspartanburg.org by following the links for bid opportunities.

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

City of Spartanburg
P.O. Box 1749
187 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 by following the links for Invitations for bids.

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 **Duncan Park Natural Trail Improvements**, 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 PUBLIC WORKS DIRECTOR, 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.

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 Public Works Director, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2837.

PROPOSAL FOR
Duncan Park
Natural Trail Improvements
PROPOSAL # 2425-08-02-01
CITY OF SPARTANBURG
Job No. 2406
BID

FROM:

BIDDER _____ **Date** _____

Address _____ **Telephone** _____

Bidder's License No. _____

Contractor's License No. _____

TO: CITY OF SPARTANBURG (OWNER)

187 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: 30 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.

**Request for Proposal # 2425-08-02-01
Duncan Park Natural Trail Improvements**

_____ submits herewith our proposal in response to the bid request.

(Company Name)

Unit Cost

Item	Description	Unit	Qty.	Unit Price	Total
1	Clearing and Grubbing	Acres	0.4		
2	Removal of trees under 12" DBH	Ea.	7		
3	18" RCP (Under Trail)	L.F.	100		
4	Borrow fill material	C.Y.	100		
5	6" Crusher run stone base	Tons	980		
6	3" Asphalt Surface (Boardwalk connection to existing asphalt trail)	Tons	15		
7	Erosion Control	L.S.	1		
8	Mobilization	L.S.	1.0		
Totals					

Total Base Bid Written in Words

Signature of Company Representative

Print Name & Title

Date

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 of the line items listed in the bid form.

The amounts listed above include all labor, materials, tools, equipment, transportation, removal, overhead, profit, insurance, tax, 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)

DUNCAN PARK NATURAL TRAIL IMPROVEMENTS 2,600' L.F. X 10'

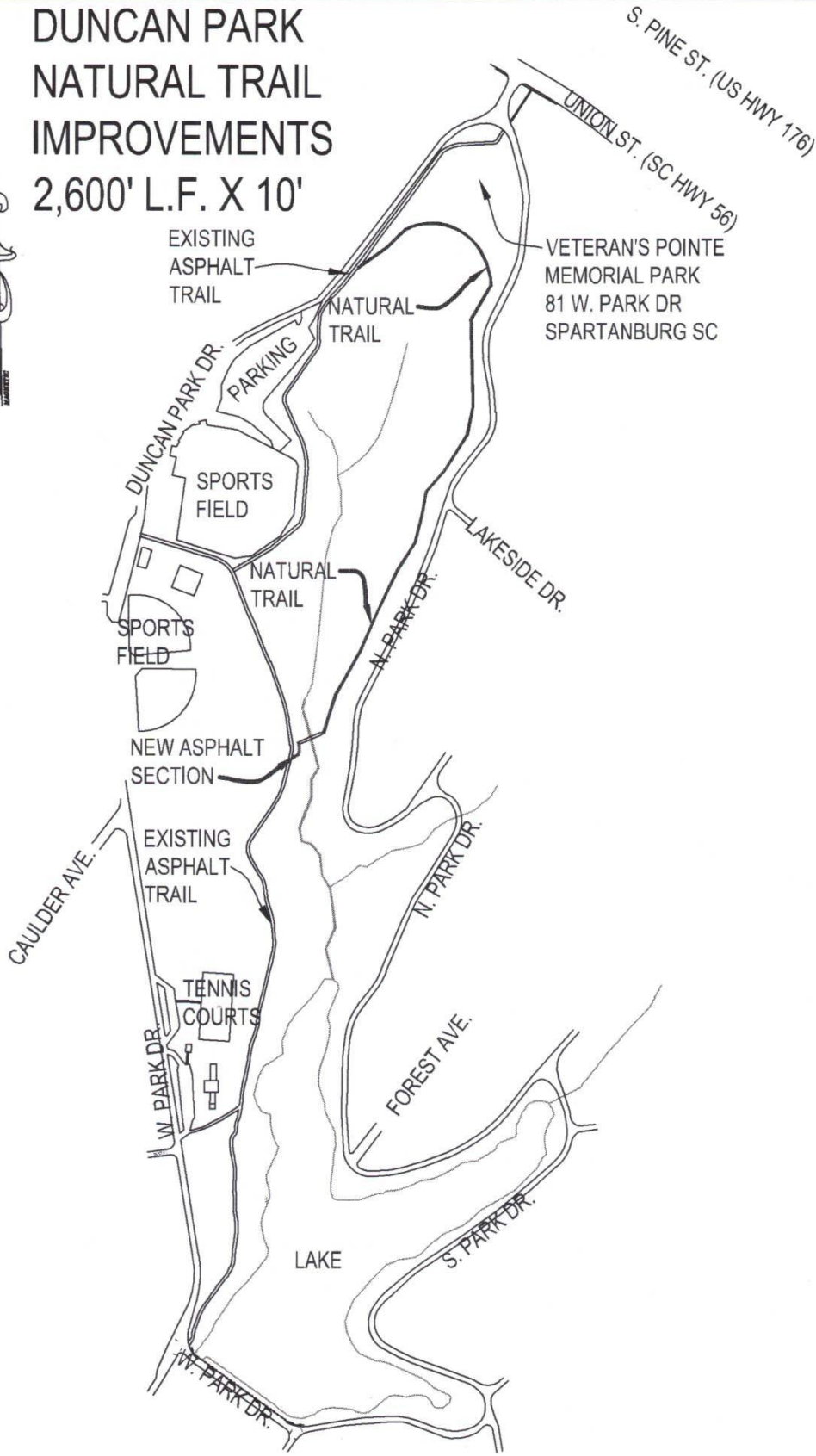


Exhibit A

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

⁵Forms 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 _____

⁶Attorney-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: _____

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

**SECTION 02210
SITE GRADING**

PART 1. GENERAL

1.1 DESCRIPTION

- A. Work included: Cut, fill, excavate, backfill, compact and grade the site as necessary to bring the roads, drives, building sites, paved areas and open areas to the lines and grades shown on the drawings.
1. The work includes, but is not necessarily limited to:
 - a. Building site preparation.
 - b. Roadway, parking area, drive, and walk sub-grade preparation.
 - c. Excavations and formations of embankments.
 - d. Dressing of graded areas, shoulders, and ditches.
 - e. Construction and lining of treatment basins.
 2. Classification: All excavation is unclassified and excavation of every description, regardless of material encountered within the grading limits of the project, shall be performed to the lines and grades indicated.

ALTERNATE 2:

2. Classification: Material determined by the Engineer to be rock as defined herein will be classified as "Rock Excavation".
 - a. Excavation of rock not indicated on the drawings will be paid for at the unit price indicated on the Bid Form.
 - b. Where rock is shown on the drawings, excavation of this material shall be included in the lump sum price bid for the work and no additional payment will be made for this material.
 - c. Where actual rock excavation required and performed is less than that which is indicated on the drawings, the Owner shall receive a deductive amount based on the unit price indicated on the bid form.
 - d. Quantities for additional or deductive rock excavation shall be as determined by the Engineer from field measurements.
 - e. Do not perform any additional rock excavation without prior approval of 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.
 2. Section 02110 - Clearing and Grubbing.
 3. Section 02220 - Excavating, Backfilling for Structures.
 4. Section 02221 - Trenching, Backfilling for Utilities.
 5. Section 02260 - Erosion and Sediment Control.

C. Definitions:

1. Open areas: Open areas shall be those areas that do not include building sites, paved areas, street right-of-way and parking areas.
2. Maximum density: Maximum weight in pounds per cubic foot of a specific material.
3. Optimum moisture: Percentage of water in a specific material at maximum density.
4. Rock excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery. To be considered as rock excavation, the material shall be continuous; individual boulders or rocks in soil will not be considered rock excavation.
5. Muck: Materials unsuitable for foundation because of organic content, saturation to the extent that it is somewhat fluid and must be removed by dragline, dredge or other special equipment, are designated as muck. No extra payment will be made for muck removal.
6. Unsuitable material: Unsuitable material is defined as earth material unsatisfactory for its intended use and as classified by the soils technician. In addition to organic matter, sod, muck, roots and rubbish, highly plastic clay soils of the CH and MH descriptions, and organic soils of the OL and OH descriptions, as defined in the Unified Soil Classification System shall be considered as unsuitable material.
7. Suitable material: Where the term suitable material is used in specification sections pertaining to earthwork, it means earth or materials designated as being suitable for their intended use by soils technicians or the Engineer. Suitable material shall be designated as meeting the requirements of the Unified Soil Classification System types SW, GW, GC, SC, SM, ML, CL or as designated in these specifications.
8. Select material: Select material is defined as granular material to be used where indicated on the drawings or where specified herein consisting of soils conforming to the Unified Soil Classification types SW, SM, GW or GM or as otherwise approved by the Engineer as select fill. Select material shall contain no stones or rubble larger than 1" in diameter.
9. Crushed stone (gravel): Crushed stone shall be No. 57 aggregate or equal conforming to ASTM C-33.
10. Excavation: Excavation is defined as unclassified excavation of every description regardless of materials encountered.

D. The Contractor must determine for himself the volume of material required by the site.

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 needed for proper performance of the work of this Section.
- B. Comply with requirements of governmental agencies having jurisdiction.
- C. A testing laboratory retained by the Owner will make such tests as are deemed advisable. The Contractor shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts of fill material and shall keep the laboratory informed of his progress. The cost of the initial tests shall be paid for by the Owner. Subsequent tests required as a result of improper compaction shall be paid for by the Contractor.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2. PRODUCTS

2.1 SOIL MATERIALS

- A. Soil material used as fill, backfill, subgrade for structures or pavements, embankments, or site grading shall consist of suitable material as found available on site until such supply of on-site material is depleted.
 - 1. Provide suitable material free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2" in their greatest dimension.
 - 2. Do not permit rocks having a dimension greater than 1" in the upper 6" of fill or embankment.
- B. Should the quantity of suitable on-site material be insufficient to complete the work, suitable borrow material as approved by the Engineer shall be provided by the Contractor. Quantities and cost for off-site material must be approved in writing before installation.
- C. Select materials may be provided from on-site if acceptable material as approved by the Engineer is available on site. Otherwise approved select material shall be provided by the Contractor from an off-site source.

2.2 TOPSOIL

- A. Use topsoil consisting of material removed from the top 3" to 6" of existing on-site soils.
- B. Use topsoil containing no stones, roots or large clods of soil.
- C. Stockpile topsoil separate from other excavated material.

2.3 (N/A)SPECIAL SOIL MATERIALS

- A. Provide basin liner soils consisting of fine grained soils selected from excavated area or approved borrow sites, stockpiled and then placed and compacted in areas to receive liner.
- B. Sufficient material for the liner, as selected by the Engineer, shall be stockpiled, kept separate from other excavated materials and piled free of undesirable materials.

2.4 (N/A) WEED KILLER

- A. Provide a dry, free-flowing, dust free chemical compound, soluble in water, capable of inhibiting growth of vegetation and approved for use on this work by governmental agencies having jurisdiction.

2.5 EQUIPMENT

- A. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner without undue waste or damage of material.

PART 3. EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Clearing and grubbing: Clear and grub areas to be graded prior to commencement of the grading operations.
- B. Where so directed by the Owner, protect and leave standing designated desirable trees.
- C. Complete any demolition and/or removal work as may be required prior to grading operations.
- D. Dispose of all clearing, grubbing and demolition debris and other deleterious material off the project site. Vegetation, roots, brush, rubbish, stumps, etc. may be burned on-site where permitted by local authorities and regulations and approved by the Engineer.
- E. Topsoil: Strip topsoil to a depth of 3" to 6" without contamination from the subsoil and stockpile topsoil separate from other excavated materials.
 - 1. Transport and deposit topsoil in storage piles convenient to areas that are to receive topsoil or in other locations as indicated or approved by the Engineer.
 - 2. Deposit topsoil in areas that are already graded and will not be disturbed by on-going construction.
 - 3. Dispose of unsuitable or unusable stripped material off-site or as otherwise directed by the Engineer.

3.3 FINISH ELEVATIONS AND LINES

- A. Construct areas outside of building or structure lines true to grades shown.
 - 1. Where no grade is indicated, shape finish surface to drain away from buildings or structures, as approved by the Engineer.
- B. Degree of finish shall be that ordinarily obtainable from bladegrader, supplemented with hand raking and finishing.
- C. Finish surfaces to within 0.10' above or below the established grade or approved cross section.

3.4 GENERAL PROCEDURES

- A. Existing utilities:
 - 1. Unless shown to be removed, locate and protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
 - 2. If active utility lines are encountered and are not shown on the drawings or otherwise made known to the Contractor, promptly notify the Engineer and take necessary steps to assure that service is not interrupted.
 - 3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
 - 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.

5. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.

B. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of this Work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.

C. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

D. Maintain access to adjacent areas at all times.

E. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

3.5 EXCAVATING (CUTS)

A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.

B. Suitable excavated materials:

1. Use all suitable materials removed from the excavation as far as practicable in the formation of the embankments, subgrades, shoulders, building sites and other places as directed.
2. Unless otherwise indicated on the drawings or approved by the Engineer, surplus suitable material shall be removed from the site and disposed of by the Contractor.

ALTERNATE 2:

2. Surplus suitable materials from excavations shall be wasted on the site as indicated, spreading and leveling as directed.

C. Unsuitable excavated material: Remove from the site and dispose of all unsuitable material unless otherwise approved by the Engineer.

D. Rock excavation:

1. Notify the Engineer upon encountering rock or similar material which cannot be removed or excavated by conventional earth moving or ripping equipment.
2. Do not use explosives without written permission from the Engineer.
3. When explosives are permitted, use only experienced persons who are licensed or otherwise authorized to use explosives. Store, handle, and use explosives in strict accordance with all regulatory bodies and the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.
4. The Contractor shall be solely responsible for any damage resulting from the use of explosives.
5. The Contractor is responsible for securing all permits required in performing this work.

E. Unauthorized excavation:

1. Excavation of material to depths below the grades indicated unless so directed by the Engineer will be deemed unauthorized excavation.
2. Unauthorized overexcavation shall be backfilled and compacted without any additional expense to the Owner.

F. Authorized overexcavation:

1. In the event that it is necessary to remove unsuitable material to a depth greater than that shown on the drawings or otherwise specified, the Contractor shall remove, replace and compact such material with suitable material as directed by the Engineer at no additional expense by the Owner.

ALTERNATE 2:

F. Authorized overexcavation:

1. In the event that it is necessary to remove unsuitable material to a depth greater than that shown on the drawings or otherwise specified, the Contractor, upon receiving direction from the Engineer, shall remove, replace and compact such material as directed by the Engineer at the unit prices indicated in the Bid Form.

3.6 FILLING AND BACKFILLING

A. Use fills formed of suitable material placed in layers of not more than 8" in depth measured loose and rolled and/or vibrated with suitable equipment until compacted.

B. Do not place rock that will not pass through a 6" diameter ring within the top 12" of the surface of the completed fill or rock that will not pass through a 3" diameter ring within the top 6" of the completed fill.

C. Do not use broken concrete or asphaltic pavement in fills.

D. Selection of borrow material:

1. Material in excess of that available on the site shall be suitable material furnished by the Contractor from private sources selected by the Contractor. The material shall be approved by the Engineer before use. All expenses involved in securing, developing, transporting and placing the material shall be borne by the Contractor.

E. Placing and compacting:

1. Place backfill and fill materials in layers not more than 8" in loose depth.
2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
3. Compact each layer to required percentage of maximum density for the area.
4. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.

F. Moisture control:

1. Do not use soil material that is either too dry or too wet to achieve proper compaction.

2. Where subgrade or layer of soil material is too dry to achieve proper compaction, uniformly apply water to surface of soil material such that free water does not appear on the surface during or subsequent to compacting operations.
3. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
4. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the Engineer.

G. Compaction requirements:

1. Compact soils to not less than the following percentages of maximum dry density as determined in accordance with ASTM D698, Method A (Standard Proctor).
2. Fill beneath structures and beneath an area extending 10' beyond the limits of the foundation:
 - a. Top 12" of subgrade 100%
 - b. All other fill material 98%
3. Fill beneath roadway or walking paths:
 - a. Top 12" of subgrade 95%
 - b. All other fill material 95%
4. Embankments:
 - a. Top 12" of subgrade 95%
 - b. All other fill material 95%
5. Fill beneath walkways:
 - a. Top 12" of subgrade 95%
 - b. All other fill material 90%
6. Lawn and unpaved open areas:
 - a. All other fill material 90%

3.7 FINISH GRADING

A. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
3. Grade with uniform levels or slopes between points where elevations are shown on the drawings, or between such points and existing grades.

4. Where a change of slope is indicated on the drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.
- B. Grading adjacent to structures: Grade areas adjacent to buildings to achieve drainage away from the structures and to prevent ponding.
- C. Ditches and gutters and swales:
1. Cut accurately to the cross sections, grades and elevations shown.
 2. Maintain excavations free from detrimental quantities of leaves, sticks, trash and other debris until completion of the work.
 3. Dispose of excavated materials as specified herein; do not in any case deposit materials within 3'0" of the edge of a ditch.

3.8 FIELD QUALITY CONTROL

- A. Secure the Engineer's inspection and approval of subgrades and fill layers before subsequent construction is permitted thereon.
- B. Field density determinations will be made, at no cost to the Contractor, to insure that the specified densities are being obtained. Field density tests will be performed as determined by the Engineer, considering the following:
1. At areas to receive paving, at least one field density test for every 5,000 sq.ft. of subgrade area, but not less than three tests.
 2. In each compacted fill layer, one field density test for every 5,000 sq.ft. of overlaying paved area, but not less than three tests.
 3. In fill beneath structures, one field density test for every 2,500 sq.ft. in each layer.
 4. Other tests as deemed necessary by the Engineer.
- C. If, in the Engineer's opinion based on reports of the testing laboratory, subgrade or fills which have been placed are below specified density, provide additional compacting and testing until specified requirements are met.
1. Additional testing will be provided by the Owner's selected testing laboratory and all costs for the additional testing will be borne by the Contractor.
- D. Proofrolling:
1. The Contractor shall proof roll sub-grade of areas to receive paving, structures on fill or impervious lining material.
 - a. Make not less than 3 passes of a 25 to 50 ton rubber tired roller over the full area.
 - b. Unstable, soft or otherwise unsuitable materials revealed by the proofrolling shall be removed and replaced with satisfactory materials, compacted as specified herein.

3.9 PLACING TOPSOIL

- A. Upon completion of site grading and other related site work, topsoil shall be uniformly spread over the graded or improved areas. Topsoil shall be evenly distributed to conform to final grade elevations shown on the plans.

- B. Place, level and lightly compact topsoil to a depth of not less than 3".
- C. Maintain topsoil free of roots, rocks, debris, clods of soil and any other objectionable material which might hinder subsequent grassing or mowing operations.
- D. Any surplus materials shall be disposed of in approved areas on the site.

3.10 MAINTENANCE

- A. Protection of newly graded areas:
 - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
 - 2. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

3.11 MEASUREMENT AND PAYMENT

- A. No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the item to which it pertains.

ALTERNATE 2:

- A. The work under this Section and all costs for same shall be included in the lump sum price bid for the item to which it pertains with additional or deductive payments allowed for the specified items based on the unit prices given in the Bid Form.
- B. Additive or deductive items:
 - 1. Rock excavation above or below that indicated on the drawings.
 - 2. Removal of additional unsuitable material.
 - 3. Backfill and compaction of suitable material to replace unsuitable material.
- C. Furnishing water: The furnishing of water used for sprinkling and wetting the materials for construction operations shall be the responsibility of the Contractor and no direct payment for this item shall be included in the price bid for the project.

END OF SECTION

**SECTION 02510
STONE BASE COURSE**

PART 4. GENERAL

4.1 Description

- A. Work included: Provide crushed stone base (with prime) constructed on the compacted subgrade where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- 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.
 - 2. Section 02210 - Site Grading.
 - 3. Section 02512 - Fabric Underlay Material.

4.2 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 needed for proper performance of the work of this Section.

4.3 Submittals

- A. Comply with pertinent provisions of Section 01340.
- B. Certificates, signed by materials producer, stating that materials meet the specified requirements.

4.4 Product Handling

- A. Comply with pertinent provisions of Section 01640.

PART 5. PRODUCTS

5.1 Coarse Aggregate

- A. Furnish a coarse aggregate (retained on No. 4 sieve) consisting of hard, durable particles of stone, reasonably free from soft, thin, elongated or laminated pieces and deleterious substances.
- B. Furnish aggregate with an abrasion loss of less than 65% as measured by the Los Angeles Abrasion Test.

5.2 FINE AGGREGATE

- A. Furnish a fine aggregate consisting of material produced by stone crushing operations.
- B. Liquid limit shall not exceed 25 and the plasticity index shall not exceed 6 when tested in accordance with AASHTO T-89 and T-90, respectively.

5.3 COMPOSITE MIXTURE

- A. Produce in one crushing operation or by blending the fine and coarse aggregate in proper proportions.

- B. After the materials have been mixed, laid down, and initial compaction operations begun, the composite mixture shall conform to the following:

Sieve Designation	Percent by Weight Passing
2"	100
1½"	95-100
1"	70-100
½"	48-75
No. 4	30-50
No. 30	11-30
No. 200	0-12
Liquid Limit	25 max.
Plasticity Index	6 max.

5.4 PRIME ASPHALT

- A. Use either MC-30, RC-30, RC-70, or EA-P complying with requirements of Sections 406, 407 and 408 of the South Carolina Department of Transportation specifications.

PART 6. EXECUTION

6.1 PREPARATION OF SUBGRADE

- A. Proofroll all areas to receive crushed stone paving.
1. Make not less than three passes over the full area, using a 35 to 50 ton rubber tired roller.
- B. Remove all soft, unstable or unsuitable material that will not compact readily.
1. Remove to full depth of unsuitable material, or to a depth of 30", whichever is less.
 2. Replace with satisfactory materials.
- C. Fill all holes, ruts or depressions which develop in the sub-grade with approved on-site material, bringing sub-grade to indicated line and grades.
- D. Compact sub-grade using suitable construction procedures to provide not less than 95% Standard Proctor Maximum Dry Density.
- E. Seal roll the sub-grade surface with a steel wheel roller, sealing the surface against excessive water infiltration.

6.2 PLACING AND MIXING OF PAVING MATERIAL

- A. Place aggregates using spreader boxes or other approved spreaders uniformly on one operation.
- B. Take care to avoid segregation of the fine from the coarse aggregate during handling, spreading or shaping operations.
- C. Mix, while at proper moisture, with motor grader or other equipment and maintain to required section and grade until thoroughly compacted.

6.3 ROLLING AND COMPACTING

- A. Perform using 3-wheel steel wheel roller weighing not less than 10 tons, tandem roller weighing at least 8 tons, or other rollers approved by the Engineer.

- B. Start rolling at edges and proceed toward the center, continue rolling until aggregates are firmly keyed or set.
- C. When initial compaction is completed, should voids remain, place fine aggregates on the surface in an amount only sufficient to fill the voids.
- D. Broom, wet and roll until coarse aggregate is set, bonded and thoroughly compacted for full width and depth.

6.4 ALLOWABLE TOLERANCES

- A. Thickness tolerance: Provide the compacted thicknesses shown on the Drawings within a tolerance of minus 0.5".
 - 1. Depth measurements will be made by digging through the base at intervals no closer than 250', nor greater than 500' apart.
 - 2. Where thickness is less than depth specified minus ½", it shall be corrected as directed by the Engineer.
- B. Smoothness tolerance: Provide the lines and grades shown on the Drawings within a tolerance of ½" in 10', parallel to the center line of the roadway nor more than ½" from a template conforming to the cross sections shown on the plans.
- C. Deviations: Correct by removing materials, replacing with new materials, and reworking or recompacting as required.

6.5 PLACING PRIME COAT

- A. Allow base course to season sufficiently to permit uniform penetration.
- B. Do not apply to wet surfaces or when the temperature is below 60°F in the shade and falling, or below 55°F in the shade and rising.
- C. Clean surfaces of all dust, dirt, clay, etc. using mechanical brooms, etc.
- D. Apply prime material, using pneumatic mounted distributors, at a rate of 0.30 to 0.35 gallon per square yard.
- E. Permit no traffic on primed surfaces until bituminous material has penetrated and dried sufficiently that it does not pick up under traffic.

6.6 MEASUREMENT AND PAYMENT

- A. No separate measurement or direct payment will be made for this work and all costs for same shall be included in the price bid for the work to which it pertains.

END OF SECTION

City of Spartanburg Specification
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 225lbs/sqyd, to produce a minimum compacted roadway surface throughout the cross section of 2” at any given site. The tonnage estimate indicated in the Road List is 225 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 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 4 inches 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- Contractor will be responsible for all utilities risers.

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

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

20.4- 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.

20.5- 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).

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

20.7- 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.

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

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
--------------------------------------	-------------

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

Year _____

Bus Lic# _____

****All City of Spartanburg Business License expire December 31st 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 2nd 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.

_____ TITLE _____ DATE _____

owner

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

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

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 bids 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. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Kensley Aiken.

Contact Information

Phone 864-596-3449

Email kaiken@cityofspartanburg.org

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 appraised 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

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.

BID NO:	DATE:
----------------	--------------

PROJECT NAME:	ADDRESS:	STATE:
PRIME CONTRACTOR:	CITY:	
CONTACT PERSON:	EMAIL:	
TELEPHONE: ())	FAX: ())	

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						\$	

MWBE CLASSIFICATION	
MBE-B - African American	MBE-S - Asian American
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						\$	