

***Bid Package
For
West Main Street Trail Project***

CITY OF SPARTANBURG

JOB NO. 2425

June 26, 2024

Proposal No 2425-07-30-01

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City of Spartanburg

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

Legal Notice

Request for Proposal for West Main Street Trail Project

June 26, 2024

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from vendors to provide services for West Main Street Trail Project

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

Services include drainage installation, existing sidewalk demolition and installation of new protected bike lanes and multi-use trail system.

Proposal No: 2425-07-30-01

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.

Drawings and Specifications may be purchased from ARC, Construction Documents, including Drawings and Technical Specifications are on file and can be purchased at ARC located at 7092 Howard Street #K, Spartanburg, SC 864 585-8388.

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

There will be a pre-bid meeting on site Tuesday July 23, 2024, at 11:00 AM at the intersection south corner of Walker Street & West Main Street.

Technical questions regarding the scope of services should be directed to Jay Squires Public Works Director, 864-596-2837 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 **July 30, 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. A 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
145 W. Broad Street
Spartanburg, SC. 29304

Attn: Procurement and Property Division

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

Proposal No: 2425-07-30-01

INFORMATION FOR BIDDERS

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

1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as BID for City of Spartanburg for **West Main Street Trail Project**, 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
West Main Street Trail Project.

PROPOSAL # 2425-07-30-01

CITY OF SPARTANBURG

Job No. 2324

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: 180 Days

Liquidated Damages: \$300.00 per day

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

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

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

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

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

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

Bidder acknowledges receipt of the following Addenda:

Addenda Received: No. _____

Date _____

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

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

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

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

Address:

_____ Firm _____

_____ By _____ (L.S.)

Title _____

(SEAL is bid is by a corporation)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

_____, being first duly sworn,
deposes and says that:

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

(signed) _____
Title

Subscribed and sworn to before me this

_____ day of _____, 20____

Title

BID BOND

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

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

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

dated _____, 20____, for _____

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their
several seals this _____ day of _____, 20____, the name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by
its undersigned representative, pursuant to authority of its governing body.

_____ (Seal)
_____ (Seal)

Attest: _____
By: _____

By: _____ **Affix**
Corporate
Seal

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.

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

Limits:

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

Specific Coverage:

Occurrence Form
Blanket Contractual Liability
Underground Explosion and Collapse

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

Limits:

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

Specific Coverage:

Blanket Contractual Liability
Follow Form Primary

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

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

CITY OF SPARTANBURG

BUSINESS LICENSE APPLICATION

(864) 596-2055 (864) 596-2424 Fax
P O Box 1749 Spartanburg, SC 29304

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:
PRIME CONTRACTOR:	CITY: _____ STATE: _____
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						\$	

Procurement & Property Division



Request for Proposal
West Main Trail Project.
LUMP SUM
Proposal No. 2425-07-30-01

(Show this number on envelope and all correspondence)

_____ submits herewith our proposal in response to the bid request
(*Company Name*)

number shown above in compliance with the description(s) and specifications (s) for the following:

Bidder will supply materials and labor for the following fixed lump sum price:

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

- A. This proposals is stated, is open for acceptance for a period of 60 calendar days from day of pending.
- B. To furnish any and all material and labor at the prices set forth the items unless otherwise specified, within contract and/or notice proceed.

Total price written in words: _____

Company Name:	
Street Address:	
City, State, Zip:	
Telephone #:	
Fax #:	
Federal ID or SS #:	

Name & Title: _____

Signature: _____

Date: _____