

***Bid Package  
For  
N. Spring Street  
Improvements***



***JOB NO: 2407***

***July 27, 2024***

**Proposal No:2425-08-13-01**

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# Legal Notice

Request for Proposals  
N. Spring Street  
Improvements

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

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking proposals from vendors to provide services for Milling, Resurfacing and Pavement markings. Bids are invited upon the several items and quantities of work as follows: **Services include Asphalt Milling, Asphalt Paving, and Pavement Markings W. Spring Street and parallel parking on Converse Street (See Exhibit A in bid package). Selected contractor will need to mobilize immediately.**

## Proposal No: 2425-08-13-01

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.**

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](mailto: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](mailto: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](mailto:kaiken@cityofspartanburg.org).

**There will be a pre-bid meeting on site Tuesday August 6, 2024, at 11:00 AM at Intersection of Hudson Barksdale Blvd. and S. Converse Street Spartanburg, SC 29302.**

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **August 13, 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](http://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](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

**Proposal No: 2425-08-13-01**

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*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 **W. Spring Street 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**  
**W. Spring Street Improvements**  
**PROPOSAL # 2425-08-13-01**  
**CITY OF SPARTANBURG**  
**Job No. 2407**  
**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.



**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)**

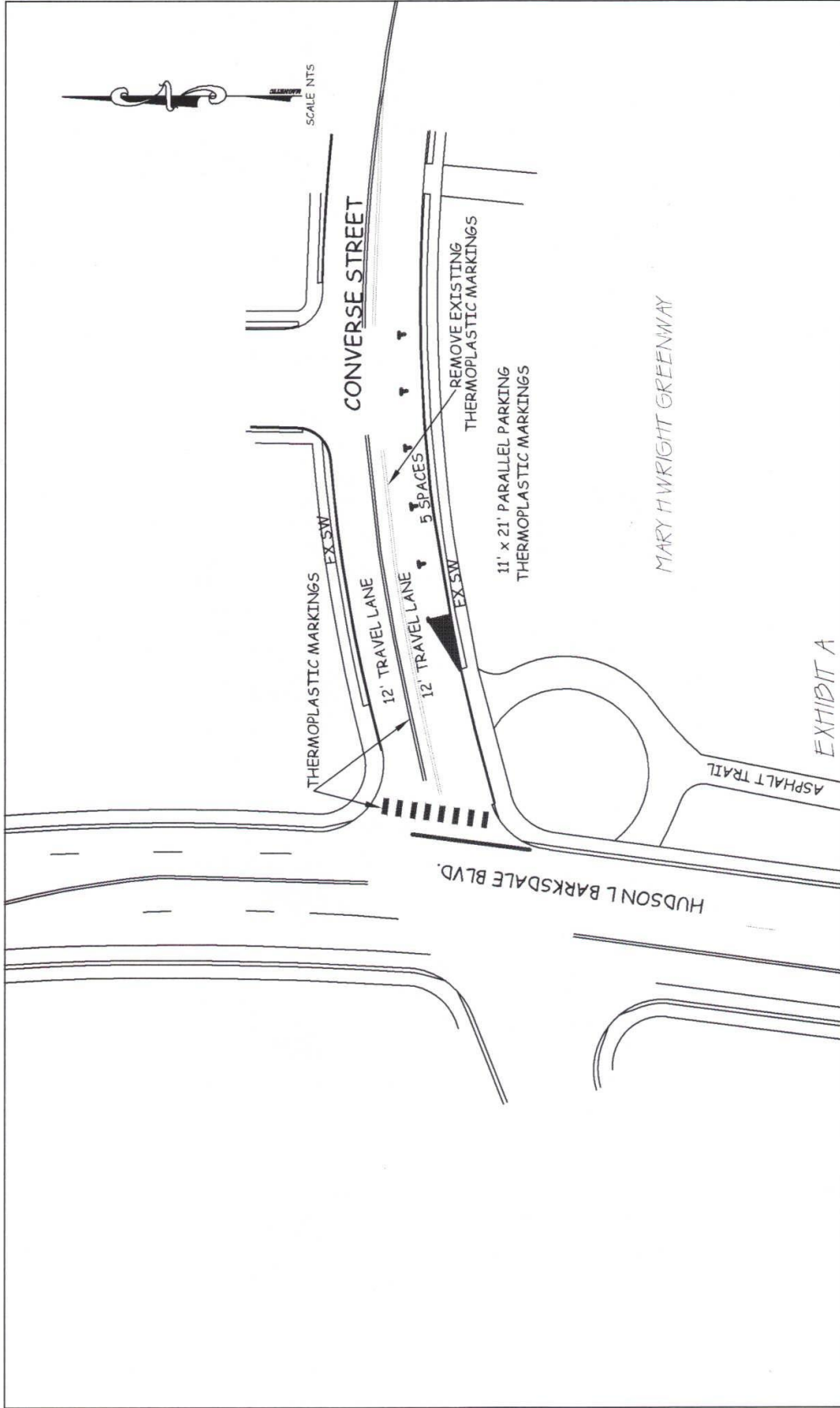


EXHIBIT A

PROPOSED ON STREET PARKING  
CONVERSE STREET

DATE	12/14/23
DRG. No.	1

of

of 1

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

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

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

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

Subscribed and sworn to before me this

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

\_\_\_\_\_

Title



**BID BOND**

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

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

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

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

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

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

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

**Attest:** \_\_\_\_\_  
**By:** \_\_\_\_\_

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

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

(continued next page)

Attest:

\_\_\_\_\_

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

\_\_\_\_\_

Countersigned

by \_\_\_\_\_

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

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

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

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

**SECTION 02616  
PAVEMENT MILLING**

**PART 1. GENERAL**

1.1 DESCRIPTION

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

1.2 QUALITY ASSURANCE

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

1.3 WARRANTY

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

**PART 2. PRODUCTS**

- 2.1 Not Used.

**PART 3. EXECUTION**

3.1 GENERAL

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

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

C. Grade control:

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

D. Protection:

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

E. Cleanup:

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

F. Dust and hazard control:

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

2. Conduct the pavement removal operations to effectively control within regulations the amount of dust begin emitted.
3. Plan and conduct the operation so that it is safe for persons and property adjacent to the work including the traveling public.

G. Miscellaneous equipment used:

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

3.2 MEASUREMENT AND PAYMENT

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

**END OF SECTION**

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
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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 31<sup>st</sup> of each year\*\***

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

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

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

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

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

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

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

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

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

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

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

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

**Computation of Fees**

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

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

**B. Existing Business (After 2<sup>nd</sup> year of operation)**

**\*\*Bus License fee is due/payable by last day of February\*\***

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

**Owner Information**

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

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

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

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

\_\_\_\_\_ 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](mailto: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.

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

**MWBE SUBCONTRACTORS**

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

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						\$	