

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

**RFP Legal Notice**  
**Request for Proposals to Demolish**  
**Residential Structure(s)**  
**May 27, 2018**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals to demolish a residential structure in the City of Spartanburg, located at **620 S Irwin Street and 431 Hunt Street.**

**Proposal No: 1718-06-19-01**

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.

**IF YOU CAN'T COMPLETE THIS WORK WITHIN 30 DAYS OF ASSIGNMENT, DO NOT BID ON THIS PROJECT.**

**Pre-Bid: The pre-bid tour is scheduled June 05, 2018 at 10:00AM starting at the site (1) 620 S. Irwin Ave – (2) 431 Hunt St Spartanburg, SC.**

**Please submit two (2) copies of your sealed proposals:**

**Sealed Bids Due Tuesday, June 19, 2018 no later than 3 PM.** Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical questions regarding the scope of services should be directed to Jeff Tillerson, Senior Code Enforcement Officer, and City of Spartanburg at 864-596-2911.

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

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

Attn: Procurement and Property Division

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

**The City of Spartanburg, Property Maintenance and Housing Inspections  
Request for Proposal to Demolish one Residential Structure**

**Bidding Requirements for Contractors**

**This entire bid package consisting of 17 pages and two copies must be submitted back to City, or your bid will be considered incomplete and will be eliminated.**

**1. THIS IS A LUMP SUM PRICE FOR THE DEMOLITION OF THE STRUCTURE AND SEWER ABANDONMENT, PER CITY, STATE, SSSD AND DHEC REQUIREMENTS**

2. Contractor and all sub-contractors must have a current City License.
3. Contractors and all subcontractors must be fully insured per City's insurance requirements.
4. Must have three (3) years of experience demolishing Residential and Light Commercial Buildings and know the regulations and protocol.
5. Must submit six (6) references for work completed in the last twelve months on Table D.
6. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work do not qualify.
7. Return entire RFP bound, all 17 pages, signed or initialized, **and two copies**.
8. All sewer abandonments, the Contractor must use someone on the City's approved street cut list. They must be bonded/permitted to cut City, County and State streets.
9. The actual demolition of the structure(s) cannot be subcontracted, the bidder must own a sufficient amount of dependable equipment and have enough personnel to complete the work in the 30-day time period required by the City.
10. The contractor must notify the Project Manager five (5) working days before starting work, with the exact dates they plan to complete the demolition.
11. **Work Time Schedule**  
Acceptable working time is Monday thru Friday from 7AM to 6PM. No night or weekend work allowed.

**12. Pre Bid Conference**

The pre-bid conference is not mandatory, however, if you do not attend the pre-bid conference and miss important information, you are still responsible for information you missed. **Failure to attend a pre-bid conference and observe the site of asbestos removal or demolition shall not be used as a reason to refuse the award or breach the contract.**

**13. Contract**

The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.

**Liquidated Damages**

**Liquidated damages for non-compliance of a late or incomplete contract will be deducted at the rate of \$300.00 per day and will be deducted from the original contract amount.**

### **Scope of Work**

Measure all dimensions and number of stories including all basements, out buildings and garages. Use Safe Work Practices to tear down, demolish, raze, remove, and cart away all materials to appropriate dumping facility comprising of said building(s) components, to ground level or basement level, if said building(s) has a basement, including all concrete slabs, floors, basement walls, foundations, footings, and sidewalks, steps, patios and driveways, etc. to leave only ground and soil on the site.

### **MOST RETAINING WALLS WILL REMAIN UNLESS OTHERWISE SPECIFIED AT THE PRE-BID OR IN THE SCOPE OF WORK.**

Remove all debris of whatever character arising from the demolition of the building(s) including all contents, demolition debris, debris in the yard, out buildings and haul away to leave the entire premises cleaned to ground level and seed and straw.

The contractor is required to clear the entire lot of all undergrowth, small trees, damaged trees, and dead trees. Standing healthy trees will not be removed unless specified. When removing trees, the Contractor is required to remove tree stumps and fill in depression with dirt or grind the stump below grade. Clear fence lines, poles, or hedgerows that joins property line.

The Contractor must furnish everything to complete the work including but not limited to, all equipment, trucks, tractors and related equipment and materials, labor, Insurance and Workers Compensation and all DHEC Permits and City and State Permits and State and License to complete the work.

Fill all crawl spaces or basements or septic tanks holes with compactable red clay. Existing dirt on a lot may be used to level the lot if it does not cause erosion, depressions, or other drainage problems.

### **Asbestos**

There should be no Asbestos in this building, it will be tested and removed before it's assigned for demolition.

### **Change Orders**

No Change Order request will be permitted; this is one price completes all the work.

### **Typical Demolition**

The typical demolished is 1000SF to 2000SF framed house with a two to four foot foundation, and 4/12 pitched roof, a walkway and driveway, underbrush and shrubbery removal.

### **Field Verification**

Field measure all structures and items present for the complete demolition. The City will use Spartanburg County Assessors information as a guideline.

### **Red Clay Compactable Fill**

Include red clay compactable fill dirt to level the lot, include it in your total cost.

### **Topsoil**

Include topsoil in your bid for each demolition to cover all disturbed areas.

### **Tree Removal**

If a Contractor is required to remove a tree, you must remove the stump and fill in depression with dirt. Extra time and material will be allowed.

### **Lead Based Paint**

It is very likely this house has lead based paint. The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill.

### **Dust Control**

It is the responsibility of the contractor to use good judgment to control dust during demolition and keep complaints to a minimum. Use wet demolition practices if needed. If there is a problem with dust accumulating on other exterior property, the contractor will clean the exterior of property real or personal.

### **Safety Fence**

Will be provided if needed.

### **Silt Fencing**

The contractor will provide silt fencing if needed for erosion control or required by DHEC or City Staff.

### **Grass Seed and Straw**

The contractor is required to **fine grade** all areas so that there will be no depressions that would cause water to stand. The area must be clear so that grass can be mowed with a standard lawn mower. Once cleared and level, the contractor is required to meet the following planting schedule.

**DURING THE SUMMER**- PLANT BERMUDA OR CENTIPEDE PER MANUFACTURER'S RECOMMENDATIONS AND STRAW. NO RYE GRASS.

**DURING THE WINTER** – PLANT TERF TYPE FESCUE SEED AND STRAW, PER MANUFACTURER'S RECOMMENDATIONS NO RYE GRASS. However, Hydro seeding is allowed.

### **Call Backs**

If the final grading leaves depressions that cause water to stand or too much debris remain or grass can't be cut with a lawnmower, the contractor will return and clean and reseed the lot at your expense.

If grass does not grow within three months, the contractor at his own expense will return and lightly till the soil and reseed and straw the lots. Drought conditions will extend this by three months

### **Permanent Sewer Abandonments**

You must include the sewer abandonment in your bid.

You must follow SSSD and City sewer abandonment policy and procedures.

The Demolition Contractor is required to complete permanent abandonments if the main sewer line is on the property where the demolition is located or in the street. The contractor would be required to follow the policy of SSSD and acquire a sewer permit from SSSD.

### **Septic Tanks**

The Contractor will arrange for the septic tank to be pumped out, and will remove the tank and fill the hole with compacted red clay seed and straw area.

Extra time and material will be allowed with a change order request.

### **Wells**

The contractor is required to fill any abandoned or open wells to comply with state law.

Extra time and material will be allowed.

### **Gas Tanks**

The contractor must have them removed properly.

### **Oil Tanks**

Contractor must have the tank pumped out and removed from the property and meet all Environmental Regulations regarding the removal.

Extra time and material will be allowed with a change order request.

### **Utilities**

The City will request that all Utility services be removed and confirmations sent to the Building Inspections Permit Clerks. The contractor will coordinate with the Permits Clerks to obtain a Demolition Permit.

The contractor will field verify all utilities are removed before beginning work.

### **PUPS - Locations of Utilities**

The contractor is responsible for calling PUPS or a utility locator before starting work.

### **Recycling Building Materials**

The City of Spartanburg encourages contractors to recycle as much demolition debris as possible.

**However, asbestos covered material or material containing asbestos cannot be recycled.** It must be handled per DHEC Regulations.

### **Pre-Mature Stripping or Removal of Contents**

The Public Safety Department, Property Maintenance and Housing Inspections, and Neighborhood Services Department monitor all houses. Pre-mature stripping or removal of any contents or structural parts is a violation of the law and will be treated as such.

### **Waste Manifest Receipts**

**The original waste manifest receipts must be presented with the Final Invoice for all materials disposed.**

### **Improper Disposal**

Improper disposal will be reported to SCDHEC. The City of Spartanburg **will not pay** a contractor any portion of the contract if improper disposal occurs. Legal action may also be taken against the contractor.

### **Preparation of Bid**

Each bid must be submitted on the prescribed forms (contained herein). All blank spaces for bid prices must be completed in ink or typewritten, in words and/or figures, and all required Certifications must be fully completed and executed when submitted.

The lowest total **BID** will carry the most weight not the unit prices along with the contractor's ability to meet the City's needs.

### **Awarding Contracts**

The City of Spartanburg shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 60 days after bid opening.

### **Lowest Bid**

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed and scored for experience, pricing, quality of recent service, previous work history, references, State Licenses, State Registration, Insurances, Bonds, Subcontractors, Equipment Owned, Equipment Rented, Operators Experience, and Financial Stability. The City, at its sole discretion, will decide after a review which contractor, if any, is responsive to the RFP.

### **Bid Submittal**

**INCOMPLETE BID INFORMATION OR UNSIGNED BIDS WILL BE REJECTED IMMEDIATELY WITHOUT RECOURSE.**

Please submit **BOUND** this entire RFP one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for Building Demolition Services"

**Table A** - Complete Table A - Demolition Fee Schedule

**Table B** - List the sub-contractors you plan to use. If none, indicate none.

**Table C** - Complete Table C - Equipment List

**Table D** - Complete Table D - References

Immigration Reform Act: Read and Sign

Insurance Requirements: Read and Sign

**ADDENDUM A**  
**PROJECTS WITH FEDERAL FUNDING REQUIREMENTS**

**Conflict of Interest**

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
  1. Respondent may have an unfair competitive advantage; or
  2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring,



managing or overseeing on in the proceeds of any such contract.

### **Government Restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg **in writing** specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

### **Assignment or Transfer**

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

### **Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

### **Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.

### **Standards of Conduct**

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.

### **Federal, State, and Local Reporting Compliance**

The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.

**Nondiscrimination**

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

**Section 3 Clause**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

**Davis Bacon Requirements**

When applicable, contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

**Notices**

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.

**Cancellation**

Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

**Laws**

The laws of the State of South Carolina and applicable federal law shall govern the contract.

**Contract Documents**

Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.

**TABLE A**  
**DEMOLITION FEE SCHEDULE**

**MY PRICE FOR TOTAL DEMOLITION AND REMOVAL OF ALL MATERIALS AND THE SEWER ABANDONMENT AND EVERYTHING LISTED IN THE SCOPE OF WORK IS**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Total \$** \_\_\_\_\_

**THIS PROJECT WILL BE REASSIGNED TO A DIFFERENT CONTRACTOR IF THE WORK IS NOT COMPLETED WITHIN 30 DAYS OF ASSIGNMENT.**

**YOUR FINAL PAYMENT WILL BE DELAYED AND ANY ADDITIONAL COST WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE.**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Owner or Company Representative Signature**

\_\_\_\_\_  
**Company Address**

\_\_\_\_\_  
**Cell Phone**

\_\_\_\_\_  
**Office Phone**

\_\_\_\_\_  
**Email**

MWBE Questioner		
Are you a DBE (Disadvantage Business Enterprise)?	Yes	No
What entity certified your company:	SCDOT ___ Governor's Office ___ NCDOT _____ Other _____	

**PRICES FOR ADDITIONAL SERVICES THAT MAY BE REQUESTED**

PRICE TO PUMP OUT 1000 GALLON SEPTIC TANK, REMOVE TANK AND FILL WITH RED

CLAY, SEED AND STRAW IS

.....\$\_\_\_\_\_EACH

PRICE TO FILL WELLS WITH LARGE STONE/ROCK REFERED TO AS SURGE DELIVED AND  
PUT IN PLACE IS: .....

.....\$\_\_\_\_\_PER LOAD

**MANDATORY SEWER ABANDONMENTS**

**ONLY COMPANIES ON THE APPROVED CITY STREET CUT LIST MAY COMPLETE THIS PORTION  
OF WORK**

**Who will perform the work?**

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

**SEWERS ABANDONMENTS, STREET CUT PATCH FAILURE**

**If the street patch fails, drops or shrinks or collapses and does not hold,  
the contractor must return and remove the failed patch and repair the  
problem and pass City inspection at your company's expense.**

**REMAINDER OF PAGE INTENIONALLY LEFT BLANK**

**TABLE C**

**EQUIPMENT LIST**

**List equipment you own and plan to use on this Job**

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**Company Name**

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**Contractor/Owner Signature**

**Date**

**Table D**

**References**

**List only references you have completed work for in the last twelve (12) months.**

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

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

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

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

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

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

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**Company Name** \_\_\_\_\_

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Contractor/Owner Signature

Date

**Immigration Reform Act**

**Each Contractor and Sub-Contractor must complete one of these forms.**

Contractor agrees 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 Identification 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. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

Furthermore, The City of Spartanburg will have the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor. Failure to comply can result in the immediate cancellation of the contract.

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Contractor Name

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Subcontractor

Certifies that it is compliant with the South Carolina Eligible Immigration Reform Act by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employing 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 Identification Card from another state which has been deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as South Carolina. By the signature below, the Contractor (Subcontractor, etc.) agrees to provide the City with documentation to establish the applicability of the Statute to the Contractor and by the signature below, certifies that it is compliant with the Statute with all regards. This certification and the requirements of this Statute require that the Contractor verify the hiring eligibility of its employees before and during the Project.

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Name of Contractor or (Subcontractor, etc.)

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By

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Date

**CITY OF SPARTANBURG**  
**INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS**  
**AND ALL VENDORS**  
**September 30, 2010**

**NOTE: DO NOT BID ON THIS PROJECT IF YOU CAN NOT MEET THE FOLLOWING**  
**INSURANCE REQUIREMENTS!**

**Each sub-contractor must also complete this form and furnish a Certificate of Coverage.**

**CONTRACTOR'S LIABILITY AND OTHER INSURANCE:** The Contractor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

**Automobile** - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

**Comprehensive General Liability** – This coverage shall be on an “Occurrence” basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on



an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

**Property Insurance including Builders Risks** - Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

**Workers' Compensation and Employer's Liability** – This coverage shall meet the statutory requirement of the State of South Carolina. Employers Liability shall be in the amount of \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

The Contractor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the City thirty (30) days advance notice by registered mail.

**The City of Spartanburg, its employees, and agents shall be named as additional insured under the Contractor's general liability policies.**

The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the projects, including any that are sublet.

When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.

**Cancellation and Re-issuance of Insurance:** If any insurance required to be provided by the Contractor should be cancelled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.

Failure of the Contractor to maintain continuous coverage as specified herein will result in this project being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.

All coverages and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can begin.

**I can and will maintain the insurance requirements during all related work.**

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**Company Name**

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**Contractor or Owner or Sub Contractor Signature**

**Date**

**SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**I have read and understand the Section 3 Requirements and will comply with the requirements.**

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Company Name

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Contractor or Owner or Sub Contractor Signature

Date

**FINAL INSPECTIONS**

**THE FOLLOWING MUST BE COMPLETED BEFORE YOU SUBMIT AN INVOICE FOR PAYMENT**

**THIS IS YOUR RESPONSIBILITY!!!!**

**THE BUILDING OFFICIAL'S OFFICE MUST BE CONTACTED REQUESTING A FINAL INSPECTION AND THE WORK MUST BE APPROVED.**

**THE ENGINEERING DEPARTMENT MUST BE SATISFIED WITH ANY STREET CUT REPAIRS AND EROSION ISSUES.**

**THE NEIGHBORHOOD SERVICES DEPARTMENT MUST BE SATISFIED THAT CONTRACTORS HAVE MET THE REQUIREMENTS OF THE CONTRACT AND BID SPECIFICATIONS.**

**THE SPARTANBURG SANITARY SEWER DISTRICT MUST BE SATISFIED WITH THE FINAL SEWER ABANDONMENT.**

**AT ALL TIMES!! YOU MUST COMPLY WITH CITY, STATE AND FEDERAL REGULATIONS.**

**I UNDERSTAND AND WILL COMPLY WITH THE REQUIREMENTS FOR FINAL PAYMENT**

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**COMPANY NAME**

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**CONTRACTOR SIGNATURE**

**DATE**

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