

Bid Package
For
Lawrence Johnson Sr Lane
Right of Way Improvements
(formerly Piedmont Street)

CITY OF SPARTANBURG

August 2, 2018

Proposal No: 1819-08-28-01

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGES</u>
<u>Bid Information/Forms</u>	
Invitation to Bid	2
Information for Bidders	7
Bid Form (Must Be Completed)	4
Non-Collusion Affidavit of Prime Bidder	1
Bid Bond	2
Statement of Bidder's Qualifications	2
Performance Bond	2
Payment Bond	2
General Conditions/Provisions	12
Technical Specifications (See Attached SWS Sanitary Sewer System Improvements)	197
Insurance Requirements	2
City Business License	1
M/WBE/DBE Good Faith Efforts Documentation (Must Be Completed)	3

City of Spartanburg

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

Legal Notice

Request for Proposal for Lawrence Johnson Sr Lane – Right of Way Improvements

August 2, 2018

NOTICE IS HEREBY GIVEN – The City of Spartanburg is seeking proposals from vendors to provide construction services for the **Lawrence Johnson Sr Lane – Right of Way Improvements (formerly Piedmont Street)**.

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

This project will include the installation of approximately 1,800 linear feet of curbing, 670 square yards of sidewalks, and 1,200 Square yards of asphalt for the development of the Forest Park subdivision.

There will be a pre-bid meeting on site at 313 Lawrence Johnson Sr Lane (313 Piedmont Street), Monday 9:00 AM - August 13, 2018.

Proposal No: 1819-08-28-01

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

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

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

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

Contract documents may be examined at the offices of the Owner, (City of Spartanburg), Tim Carter, Engineering Administrator – 440 South Church Street – Spartanburg, SC 29306.

Technical questions regarding the scope of services should be directed to Tim Carter, Engineering Administrator, 864-596-2838 or by email at tcarter@cityofspartanburg.org .

Questions regarding the bid should be directed to Carl Wright, Procurement and Risk Manager at 864-596-2790 and 864-596-2049 or by email at cwright@cityofspartanburg.org.

Questions regarding Minority and Women Business participation should be directed to Natasha Pitts, Minority Business Development Coordinator, at 864-596-3449 or by email at npitts@cityofspartanburg.org.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, August 28, at 3:00 PM**, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location. Complete proposal package also available at www.cityofspartanburg.org by following the links for bid opportunities.

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

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

Proposal No: 1819-08-28-01

INFORMATION FOR BIDDERS

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

1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as BID for City of Spartanburg for **Lawrence Johnson Sr Lane – Right of Way 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 ENGINEER, before signing the contract documents.

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

2. INTERPRETATIONS OR ADDENDA

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

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

3. INSPECTION OF SITE

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

4. ALTERNATIVE BIDS

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

5. BID GUARANTY

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

Attorneys-in-fact who sign BID BONDS or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

6. COLLUSIVE AGREEMENTS

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

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

7. STATEMENT OF BIDDER'S QUALIFICATIONS

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

8. UNIT PRICES

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

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

9. CORRECTIONS

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

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

10. TIME FOR RECEIVING BIDS

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECT OF BIDS

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

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

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

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

included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public

Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Public Agency for a refund.

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

15. NOTICE TO PROCEED

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

16. WAGES AND SALARIES

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. The selected bidder will be required to comply with the Davis Bacon Wage Decision: **SC180044 – 01/05/2018 / SC44**.

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 Engineering Administrator, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2838.

PROPOSAL FOR

Lawrence Johnson Sr Lane – Right of Way Improvements

PROPOSAL NO: _____

CITY OF SPARTANBURG

Job No. _____

BID

FROM:

BIDDER _____ Date _____

Address _____ Telephone _____

Bidder's License No. _____

Contractor's License No. _____

**TO: CITY OF SPARTANBURG (OWNER)
145 West Broad Street
Post Office Drawer 5107
Spartanburg, S. C. 29304**

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

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

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

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

Completion Time: 45 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

-1-

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)

**Request for Proposal # 1718-10-03-01
Brawley Street Sewer Extension Project
Spartanburg Northside**

submits herewith our proposal in response to the bid request.

_____ (Company Name)

Unit Cost

Item	Description	Unit	Qty.	Unit Price	Total
1	8" PVC sanitary sewer line (0' to 6' deep) See SWS Technical Specifications	L.F.	130		
2	Sanitary sewer man holes (0' to 6' deep) See SWS Technical Specifications	Ea.	2		
3	Sanitary sewer man holes (0' to 6' deep) Dog house over existing sewer line	Ea.	1		
4	Plug and patch existing 6" sewer invert (existing man hole)	L.S.	1		
5	4" schedule 40 pvc service line out of new man hole	L.F.	60		
6	Demo existing 6" VCP sewer line as shown on drawings	L.S.	1		
7	Connect existing house 334 College St. to new sewer line (Work must meet latest City plumbing code)	L.S.	1		
8	Connect existing house 517 N. Forest St. to new sewer line (Work must meet latest City plumbing code)	L.S.	1		
9	Connect existing house 511 N. Forest St. to new sewer line (Work must meet latest City plumbing code)	L.S.	1		
10	Connect existing house 503 N. Forest St. to new sewer line (Work must meet latest City plumbing code)	L.S.	1		
11	Permanent Grassing, Straw, & Fertilizer (Disturbed Areas)	L.S.	1		
12	Mobilization	L.S.	1		
			Totals		

Total Bid Written in Words

Signature of Company Representative

Print Name & Title

Date

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

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy. The owner may delete from the contract any of the line items listed in the bid form.

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

)

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.*

Attest: _____

By: _____ **Affix**
Corporate
Seal

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

(continued next page)

Attest:

By: _____ *Affix*
Corporate
Seal

Countersigned

by _____

⁶Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ (Corporate Seal)

Title: _____

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____,

(Corporation, Partnership or Individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF SPARTANBURG

(Name of Owner)

145 WEST BROAD STREET, SPARTANBURG, SOUTH CAROLINA 29306

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars, \$ _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and may extensions thereof which may be granted by the OWNER, with or without notice to the Surety during the one year guaranty

period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

Witness as to Surety

Address

Principal

BY _____ **(s)**

(Address)

(Surety)

BY _____
Attorney-in-Fact

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR in Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF SPARTANBURG

(Name of Owner)

145 WEST BROAD STREET, SPARTANBURG, SOUTH CAROLINA 29306

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars, \$_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREOF, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulate and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the
_____ day of _____, 20_____.

ATTEST:

Principal
BY _____ (s)

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary
BY _____
Witness to Surety **Attorney-in-Fact**

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR in Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

General Provisions Index

1. SCOPE OF DRAWINGS AND SPECIFICATIONS
2. *PERMITS*
3. *SUBMISSIONS, REPORTS, RECORDS AND DATA*
4. *JOB SITE DRAWINGS AND SPECIFICATIONS*
5. *PROHIBITED INTEREST*
6. *MUTUAL RESPONSIBILITY OF CONTRACTORS*
7. *ORDER AND PROSECUTION OF WORK*
8. *PUBLIC CONVENIENCE AND PROTECTION*
9. *SANITARY PROVISIONS*
10. *EXISTING FACILITIES*
11. *WORK DURING INCLEMENT WEATHER*
12. *RIGHTS-OF-WAY*
13. *WORK ON HIGHWAY RIGHT-OF-WAY*
14. *WORK ON RAILROAD RIGHT-OF-WAY*
15. *USE OF PREMISES*
16. *LINES AND GRAPHS*
17. *SITE DATA*
18. *EQUIPMENT INSTALLATION*
19. *QUANTITIES OF ESTIMATES*
20. *CLEANING UP*
21. *INSPECTION CERTIFICATES, BONDS AND GUARANTEES*
22. *ESTIMATES NOT TO PREVENT FINAL REJECTION*
23. *FINAL INSPECTION*
24. *GUARANTEES*

25. TEMPORARY UTILITIES

26. UNAUTHORIZED DISCHARGES

00700-01. SCOPE OF DRAWINGS AND SPECIFICATIONS:

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

- K. The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone and telegraph facilities, such as pavements, track, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the work in order that such items may be properly shored, supported, protected or relocated. He shall give all proper notices, shall comply with the requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.*
- L. The Contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental agencies, public utilities and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that construction can be completed in the least possible time.*
- M. Unless otherwise specified, the Contractor shall provide at his expense all tests and testing services required by the contract documents.*

00700-02.PERMITS:

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

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

- A. The Contractor shall submit all schedules, quantities, costs, payrolls, reports, estimates, records, shop drawings, details and other data as required by the contract documents or as may be specifically requested.*
- B. The apparent successful bidder shall furnish to the Engineer for approval a complete cost breakdown of his bid, within 10 days after submission of bids. The breakdown shall include all items for each unit of construction, and shall show the cost for labor, materials and equipment, other necessary costs, and the total cost for each unit of work. Bidders shall consult with the Engineer prior to submitting the breakdown to insure a complete understanding of the requirements. Names of the project superintendent and others responsible for the work shall be included.*
- C. The Contractor shall furnish periodic itemized estimates for work done for the purpose of making partial payments thereon. The costs employed in making up these estimates will be used only for determining the basis of partial payments and will not be considered as a basis for changes in the contract price.*

- D. *The Contractor shall notify the Engineer of the source of all materials and equipment required for the work, and shall supply samples of materials as specified in the technical sections or at the Engineer's request. Samples shall be submitted for approval by the Engineer prior to purchase and delivery to the job. Unless otherwise specified, three samples of each type or grade of material, showing construction, color, finish, etc., shall be submitted.*
- E. *Prior to submittal of any shop drawings, the Contractor shall prepare a list of all materials, equipment and items that require shop drawings and submit this list to the Engineer. The list shall include each specific item along with the applicable specification section. The Engineer reserves the right to require shop drawings on any item, whether or not specified. Shop drawings will not be reviewed until this list is submitted to the Engineer.*

00700-04. JOB SITE DRAWINGS AND SPECIFICATIONS:

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

00700-05. PROHIBITED INTEREST:

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

00700-06. MUTUAL RESPONSIBILITY OF CONTRACTORS:

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

00700-07. ORDER AND PROSECUTION OF WORK:

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

00700-08. PUBLIC CONVENIENCE AND PROTECTION:

- A. *During progress of the work, the convenience and protection of the public must be provided for and interference held to a minimum.*
- B. *The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets shall be kept open at all times or suitable detours provided. When necessary to close streets, suitable signs and barriers shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Owner, law enforcement agencies, fire departments and parties operating emergency vehicles shall be notified before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire fighting equipment shall be maintained at all times.*
- C. *When necessary, the Contractor shall provide watchmen, and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at his own expense. He/She shall also take other precautions necessary to protect life, limb and property. The owner reserves the right to remedy any neglect on the part of the Contractor in connection with protection of the work after 24 hours notice in writing; and, in*

cases of emergency, the Owner will have the right to remedy any neglect without previous notice; and in either case deduct the cost of such remedy from money due to the Contractor.

00700-09. SANITARY PROVISIONS:

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

00700-10. EXISTING FACILITIES:

- A. Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are based on the best available data, but are not guaranteed by the Owner. The Owner will not be responsible for their accuracy. Before proceeding with any work dependent upon such data, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions or limitations at the site of the work to avoid construction errors or damage to existing facilities. If work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or to repair damage to existing facilities, shall be assumed by the Contractor without additional cost to the Owner.*
- B. In executing the work, the Contractor shall exert every effort not to damage existing facilities or to break into them. Damage that is done thereto shall be promptly repaired by the Contractor at his own expense. He/She shall not interrupt or interfere with operation of the existing facilities during construction except when absolutely necessary. Whenever existing facilities or utilities must be taken out of service, the Contractor shall consult with the Engineer and the Owner as to procedure, and shall be governed by their decision.*
- C. The Owner does not guarantee that all existing buildings, structures, fences, pipelines, electrical lines, conduit, telephone cable, service connections or other facilities are shown on the drawings. It shall be the Contractor's responsibility to locate and protect all such existing facilities prior to beginning construction.*
- D. Existing surface or subsurface improvements, such as pavement, curbs, sidewalks, pipes, utilities, footings, structures (including portions thereof), trees and shrubbery, not indicated on the drawings or specified to be removed or altered, shall be protected from damage at all times during construction.*
- E. All such improvements damaged during construction shall be restored to a condition equal to that existing at the time of award of contract.*

- F. *The Contractor shall connect his/her work to each part of the existing work or work previously installed in accordance with the drawings and specifications to provide a complete installation.*
- G. *The Contractor shall do all cutting and patching of the work required to make the several parts fit together properly and to receive the work of others. The Contractor shall not endanger the work of others by cutting, excavating or otherwise altering their work, and shall not cut or alter the work of others without the written consent of the Engineer. All cut and patched work shall be restored to the satisfaction of the Engineer.*
- H. *The Contractor shall be responsible for removing and disposing of obstructions or obstacles at the job site or along the right-of-way to the satisfaction of the Engineer. Minor obstructions shall be removed and properly disposed of or protected and re-erected in as good condition as existing, at the same or other locations, and directed by the Engineer.*
- I. *Fences, at the site or along the right-of-way, which interfere with construction operations, shall be maintained by the Contractor until completion of work, unless written permission is obtained from the Owner to leave the fence dismantled until construction is completed. The Contractor shall remove, rebuild and extend fences as necessary to keep livestock away from the construction area or from straying away. Upon completion of work, all fences shall be restored to their original location and condition, unless otherwise noted. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost or destroyed.*

00700-11. WORK DURING INCLEMENT WEATHER:

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

00700-12. RIGHTS-OF-WAY:

- A. *The Owner will obtain all land and rights-of-way necessary for all work under this contract. If all land and rights-of-way are not obtained before construction begins, the Contractor shall start work only upon such land and rights-of-way previously obtained by the Owner, and no claim for damages will be allowed because of such delay. If the Owner is unable, for any reason, to obtain the land and rights-of-way necessary for the work, the contract time will be extended as required to cover the time lost by such delay.*
- B. *The Contractor shall confine his construction operations to the immediate vicinity of the locations shown on the drawings, and in no case shall he/she encroach beyond the limits of*

the owner's property or rights-of-way. He/She shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic.

- C. The Contractor shall locate the limits of the rights-of-way, or property lines, prior to beginning construction. He/She shall be responsible for damage to trees, crops or other property outside the limits of the right-of-way, and shall make satisfactory settlement for damage directly with the property owner involved.*
- D. Where timber is located on the property or right-of-way, the Contractor shall preserve and protect from damage all trees that do not directly interfere with the prosecution of the work. The Contractor shall not cut any tree greater than 6 inches in diameter and located more than 8 feet from the centerline of the ditch or structure without first consulting the Engineer.*
- E. Except where specifically directed otherwise by the property owner, all grassed areas within the construction right-of-way and adjacent disturbed areas shall be restored to original or better condition. Within 30 days after backfilling, topsoil shall be replaced and seed planted, fertilized and watered until a permanent grass cover satisfactory to the Engineer and property is obtained. If necessary, a temporary grass cover shall be provided until a permanent cover can be established. If required by the property owner, shrubbery shall be replaced to the satisfaction of the Engineer and property owner.*

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

- A. The Contractor shall not begin work in the right-of-way of any State, County or City Department of Transportation until he has secured the necessary permits. He shall conform to all requirements of the Department of Transportation in the prosecution of this portion of the work. Each bidder shall contact the local Department of Transportation representative to determine the exact requirements for work to be done.*
- B. The Contractor shall provide full time flagmen, with appropriate red flags, at all times when work is in progress along highways. Suitable warning and descriptive signs shall be placed at each end of the working area while work is in progress along highways. These signs shall be well tended, and shall be placed at sufficient distances from the work so that ample warning is given to approaching traffic. Signs shall be adequately lighted at night.*
- C. Where pipe is installed in open cut across a highway, the cut shall be immediately backfilled and all work of repairing the pavement completed immediately. The Contractor shall keep at least one full lane open for traffic at all times. Any subsequent settlement shall be immediately corrected and repaired.*
- D. Where a pipeline crossing under a highway is installed within encasement pipe as shown, the encasement pipe shall be provided as specified in the technical sections.*
- E. Unless otherwise indicated, no excavated material shall be placed on the pavement side of the ditch along highways. The least possible amount of ditch shall be left open when work is not in progress, and equipment shall be removed from the pavement and shoulders during shutdown periods. Shoulders of roadways shall be left in good acceptable condition, and all disturbed topsoil and grass shall be replaced.*

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

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

00700-15. USE OF PREMISES:

- A. *The Contractor shall confine his equipment, the storage of materials and equipment, and his/her operations to areas permitted by law, ordinances, permits, the requirements of the contract documents, and as directed by the Owner and Engineer, and shall not unreasonably encumber the premises with materials or equipment.*

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

00700-16. LINES AND GRADES:

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

00700-17. SITE DATA:

The Owner will make available to all prospective bidders, prior to the receipt of bids, information that he/she may have as to sub-surface conditions in the vicinity of the work, topographical maps, or other information that may assist the bidder in properly evaluating the amount and character of the work required for construction. Such information is given, however, as being the best information available to the Owner at the specific location without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. The Contractor shall satisfy himself as to the nature of the work, shall investigate all other matters which may in any way affect the work under this contract, and shall determine the character of equipment and facilities needed preliminary to and during the prosecution of work. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained herein.

700-18. EQUIPMENT INSTALLATION:

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

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

00700-20. CLEANING UP:

- A. *During construction, the Contractor shall maintain the site and adjacent public and private property, including streets and highways, free from accumulations of waste, debris, rubbish and dirt caused by his operations. Dry materials and rubbish shall be wet down as necessary to prevent blowing dust.*
- B. *At completion of the work, the Contractor shall remove all waste materials, rubbish, tools, construction equipment and machinery, surplus materials and temporary facilities, and shall clean all exposed finished surfaces to prepare the project for occupancy by the Owner.*
 - 1) *Grease, dust, dirt, stains, labels, fingerprints and other foreign materials shall be removed from all exposed finished surfaces. All surfaces so designated shall be polished to a shine finish.*
 - 2) *Marred or damaged surfaces shall be repaired, patched or touched up to the specified finish or to match adjacent surfaces.*
 - 3) *Floors and paved surfaces shall be broom clean. Other surfaces of the grounds shall be raked clean.*
 - 4) *Both sides of all glass surfaces shall be cleaned.*

- C. *Cleaning and disposal operations shall be conducted in accordance with local ordinances and anti-pollution laws. Wastes shall not be disposed of into streams or waterways.*

00700-21. INSPECTION CERTIFICATES, BONDS AND GUARANTEES:

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

00700-22. ESTIMATES NOT TO PREVENT FINAL REJECTION:

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

00700-23. FINAL INSPECTION:

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

00700-24. GUARANTEES:

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

00700-26. TEMPORARY UTILITIES:

- A. *The Contractor shall provide all equipment, fuel, supplies, services and attendance for interim heating as required during construction to protect the work against damage from cold weather. Unless otherwise specified, the permanent heating system shall not be used to provide temporary heat. The Contractor's proposed methods of heating shall be submitted to the Engineer for approval.*

- B. *During construction, the Contractor shall provide all interim electrical power and wiring required for operation of power tools, equipment and machinery and for temporary lighting. Lighting shall be provided where necessary for proper workmanship, inspection and safety. Temporary electrical service shall be installed and maintained by a qualified electrical contractor approved by the Engineer. The Contractor shall pay all charges for electrical service required for temporary power and lighting.*

00700-27. UNAUTHORIZED DISCHARGES:

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

End of Section

**CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS**

CONTRACTOR'S/VENDORS LIABILITY AND OTHER INSURANCE: The Contractor/Vendor 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/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering 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 Liability: The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

Commercial General Liability: The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** 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.

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 \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

Employers Liability: Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000

- This is part of Workers' Compensation coverage

Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD

This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.

-1-

Professional Liability: Per Occurrence - \$1,000,000; Aggregate - \$1,000,000

This coverage should be required for professional services such as accountant, attorneys, architects, design, engineering and most consultants.

The Contractor/Vendor 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/Vendor'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/Vendor from providing full insurance coverage on all phases of the project/event, including any that is 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 canceled 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/Vendor to maintain continuous coverage as specified herein will result in this project/event 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 coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.

**All emailed Certificates of Insurance can be forwarded to:
kbooker@cityofspartanburg.org

** All Certificate of Insurance submitted via postal mail can be sent to:

City of Spartanburg
145 W. Broad St.
Spartanburg, SC 29306
Attn: Kenneth Booker

CITY OF SPARTANBURG
BUSINESS LICENSE APPLICATION
(864) 596-2055 (864) 596-2424 Fax
P O Box 1749 Spartanburg, SC 29304
Year _____ Bus Lic# _____

****All City of Spartanburg Business License expire December 31st of each year****

___ New Business ___ Renewal of License ___ Change of Ownership ___ Change of Location

Name of Business: _____

Mailing Address: _____

Business Location: _____ Start Date: _____

Telephone number: Business () _____ or () _____

Federal Tax ID No. _____ Social Security No. _____

Type of ownership: ___ Sole Proprietor ___ Partnership ___ Corporation ___ Other

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

State Contractors License No. _____ SC State Sale Tax No. _____

Do you have Coin Operated Machines? ___ Yes ___ No How many? _____

Do you own the Machines? ___ Yes ___ No What type of Machines? _____

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

Computation of Fees

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

1. Estimated total gross sales/revenue for remaining \$ _____
of the year ending December 31, _____

2. Calculate and enter fee based on A1. \$ _____

B. Existing Business (After 2nd year of operation)

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

- 1. Total actual gross sales/revenue for preceding \$_____

December 31, _____
- 2. Total Gross receipts \$_____
- 3. Calculate fee based on B3. \$_____
- 4. Penalties due (Delinquent after end of February) _____% \$_____
- 5. **Total Fees** \$_____

Owner Information

Name of Owner _____ Social Security
 No. _____

Telephone number: () _____ Home () _____

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

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

_____ TITLE _____

DATE _____

owner

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

GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT

City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 10%.

Any questions or any assistance please contact Mrs. Natasha Pitts.

Contact Information

Phone 864-596-3449

Email npitts@cityofspartanburg.org

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.

INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

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

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

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

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

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

Signature: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Signature

Notary Seal

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

MWBE Good Faith Effort Participation Commitment Contract

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

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

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

MWBE SUBCONTRACTORS

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



MWBE CLASSIFICATION	
MBE-B - African American	MBE-S - Asian American
American WBE - American Woman	MBE N/A - Native American

NON-MWBE SUBCONTRACTORS

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

