



**Legal Notice  
Request for Proposal  
For  
Residential Repairs**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is requesting proposals to repair a residential structure in the City of Spartanburg, located at 161 Home St. Spartanburg, SC

**Proposal No: 1617-08-23-01**

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.

**Pre-Bid: Tuesday, August 17, 2016 at 9:00AM at the site.**

**Sealed Proposals** shall be submitted to Carl Wright, Procurement, and Property Manager, on or before **Tuesday, August 23, 2016 no later than 3 PM**, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

Technical question regarding the scope of services should be directed to Lynn Coggins, Construction Project Administrator, and City of Spartanburg at 864-596-2914.

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

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

Attn: Procurement and Property Division

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



**The City of Spartanburg  
Neighborhood Services Department  
RFP, Residential Structure  
Located at 161 Home St. Spartanburg, SC  
July 25, 2016**

The City of Spartanburg is requesting Proposals for the installation of a

**Bidding Requirements for Licensed General Contractors**

- I. Must be currently licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary Of State, be bonded and Insured as a General Contractor or South Carolina Home Builder
- II. Must have three years of experience.
- III. Must submit references for work completed in the last six months.
- IV. Must own sufficient equipment to complete the work
- V. Sub contractors must meet the same requirements.
- VI. Management Companies, nor Job Shoppers will not qualify as General Contractors

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

**Illegal Aliens / Workers**

The Federal Government and State of South Carolina prohibit the hiring, employment, or use of persons without legal status in the United States. Any Contractor or Sub Contractor hiring or using illegal Aliens/Workers is not eligible to participate in contractual work with the City of Spartanburg.

All Contractors or Sub Contractors working contractually with the City of Spartanburg are required to use the E-Verify Program and Federal Work Authorization Program.

The City of Spartanburg reserves the right to request and receive legal status verification within five working days of any person working under Contract with Contractor or Sub Contractor.

Furthermore, the City can demand the removal of anyone suspected of being Illegal until legal status is verified in written form. Failure to comply can result in the immediate cancellation of the contract.

**Awarding Contracts**

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed for pricing, experience, previous work history, references, State Licenses, State Registration, insurances, bonds, subcontractors, and equipment owned, equipment rented, operator experience, and financial stability. The City at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

The City of Spartanburg shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. Bid prices shall remain in effect for 90 days after bid opening.



**CITY OF SPARTANBURG  
Neighborhood Services,  
RFP Home Renovation**

Date: July 25, 2016

Owner: City of Spartanburg

Address: 161 HOME ST

Phone #: 864-596-2914

Inspected by: Lynn Coggins

**GENERAL REQUIREMENTS FOR ALL JOBS  
Title/Description**

Construction Definitions

"Install" means to purchase, set up, test, and warrant a new component. "Replace" means to remove and dispose of original material, purchase new material, deliver, install, test, and warrant. "Repair" means to return a building component to like new condition through replacement, adjustment, and recoating of parts. "Reinstall" means to remove, clean, store and install a component.

Verify Quantities/Measurements

All measurements (i.e. SF of drywall or those provided w/ drawings) are for the contractor's convenience prior to a mandatory site inspection to verify all dimensions. All quantities (i.e. number of window units) are as stated. No claim for additional funds due to discrepancies in measurements or quantities shall be honored if not submitted at the time of the initial proposal.

Work Times

Contractors and their subcontractors shall schedule working hours between 8:00 a.m. and 6:00 p.m. Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

New Materials Required

All materials used in connection with this work write-up are to be new, of first quality and without defects. If applicable, current in stock material and patterns and colors available.

1 Year General Warranty

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment.

Brand Names

All brand name products have been selected for their proven superior performance at reasonable cost. Material substitution requests must be made to the rehab specialist at the time of bid submission when accompanied by the manufacturer's specifications. Unless approved in writing, the specified item must be provided.

Manufacturer's Specs

All materials shall be installed in strict conformance to the manufacturer's most recent directions prior to any payment.

Permits Required

All permits including building, plumbing electric, and HVAC shall be received, posted and approved prior to payment for a component.

Final Clean

The contractor must clean the work area and site of all materials, tools, and debris.

Pilferages

The owner will be responsible for pilferages.



Inspections

All work must be inspected and approved by the building inspection department during the course of work.



**INTERIOR AND EXTERIOR LEAD BASED PAINT REQUIREMENTS**

Title/Description	Total Price
<p><b><u>Repair, Walls and Ceilings, and Wood Trim, Entire Interior, Assumed LBP, Follow regulations regarding LBP</u></b>            Approximately 150 sf of damaged wall and ceiling area            Repair all damaged walls and ceilings damaged with like sheetrock finish, and Popcorn finish ceiling areas to match            Repair or replace any damage window or door or floor trim to look new            Aggressively wet scrape all loose paint, wallpaper and plaster with a draw scraper. Feather edges with a 100 grit sponge sanding block.            Detergent wash, rinse, and HEPA vacuum all visible chips and dust.            Allow surface to dry, spot prime and dry coat with premium acrylic flat latex on walls and satin on trims paint per manufacturer's instructions.</p>	\$
<p><b><u>KITCHEN WALLS</u></b>            Remove the wall paneling in the kitchen.            Install ½" sheetrock entire room, use water resistant board in needed areas tape mud and finished for painting</p>	\$
<p><b><u>PAINTING</u></b>  <b><u>Paint Entire Interior, and Exterior Foundation and Trims Encapsulate LBP, follow LBP Regulations</u></b>            Paint the entire interior, walls, doors, ceilings, trim, etc. primer and two coats, owners choice  <b><u>Paint the entire foundation.</u></b>  <b><u>Paint the front porch metal handrail</u></b></p>	\$
<p><b><u>Final Clean for LBP, follow LBP Regulations to include</u></b>            After completion of all lead hazard reduction, fold, remove, and wet mist all containment plastic, floors last. HEPA vacuum all visible surfaces including clothing, furniture, walls, floors, and ceilings from the top down. Detergent scrub all horizontal surfaces in small sections using a 3 bucket system changing rinse water every 250 SF. Completely rinse with clean water and new equipment. After surface is dry, HEPA vacuum all visible surfaces except ceiling.  <b><u>Furnish a final certified report on lead paint findings after cleaning</u></b></p>	\$

<p><b><u>All CLOSETS – BEDROOMS AND HALLS</u></b>            Rebuild the frames of all closet, not having a swing door frame them for 1 3/8 swing, use double and single Pre-hung hollow core six panel lauan.            Other doors will be replaced with matching six panel. Include all hardware and painting            Install wood shelving and clothes bars in all closets with extra support bars            Put painting fee in above box with painting.            .....\$</p>
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<p><b><u>Door – Pre-hung six panel Metal Entrance</u></b> 1 ea. @ FRONT ENTRANCE            Dispose of existing door and frame. Install a pre-hung, metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, weather stripping, interlocking threshold, wide angle peep-sight, one entrance lock and deadbolt keyed alike. Prime and two top coat            \$</p>
<p><b><u>Interior Room Doors</u></b>            Remove five interior doors and frames and replace with five prehung six panel lauan            \$</p>

<p><b><u>Exterior Siding and Foundation Cleaning</u></b>            Pressure wash the entire exterior, siding, windows, and foundation, remove window screens, and replace for cleaning.            .....\$</p>
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**EXTERIOR – ROOFING AND CHIMNEY**

Title/Description	Unit Price	Total Price
<p><b><u>Tear Off and Reroof Shingles</u> Approximately 14 SQ</b>            Remove and properly dispose of all defective roofing components, to include shingles and defective sheathing, rafters, fascia etc.            There should not be any dips in roof line.            Replace up to 10 SF of sheathing per 100 Sf of roof using pine board or CDX plywood of matching thickness            Cut a 1" wide vent at ridge board, install ridge vent. Install shingle-over ridge vent            Staple 15 lb. felt over entire roof area.            Install preformed aluminum, drip edge, and all new vent pipe boots.            Hand or machine nail a 235lb fiberglass asphalt shingle with a 30 year warranty.            Replace/install all flashing where needed to include roof separations, chimneys etc.            ALL new wood will be painted to match existing as close as possible.  <u>Flash Chimney</u>            Step flash top and down sides of chimney 1/2" into mortar joints using .027 aluminum or copper.            Counter flash completed assembly with aluminum or modified bitumen.            Owner's choice of in stock standards.</p>		\$
<p><b><u>Gutters on two sides</u></b>            Install aluminum seamless 5 inch .027 gutters on both sides with downspouts and hardware</p>		\$

**ELECTRICAL**

<p><b><u>Complete Rewire of house. Approximately 1127sf</u></b>  <b><u>Rewire unit to conform to the 2015 IRC</u></b>            Including but not limited to:            New three-wire system, switches, receptacles, cover plates, light fixtures all rooms, and exhaust fans in bathrooms.            Surface mount GFCI in bathroom and kitchen;            Arc fault circuits in every room except bathroom and outside receptacles            15 amp grounded receptacles on all usable walls.            Switched lights in all rooms, halls, kitchens, bathrooms, bedrooms, closets if allowed attic, furnace areas, and all entrances.            Hard wired/battery backup smoke detectors in bedrooms and halls and second stories;            Dedicated 20 amp circuits for counter receptacles in kitchen.            Dedicated 20amp circuit for washing machine;            Dedicated 20amp GFCI circuits in bathroom;            GFCI receptacles on front and rear exterior entrance of house            Light, cut off, and GFCI receptacle for furnace and water heater.            If any gas fired appliances are present a CO Detector must be installed.            Revise conforming wire and devices where practical.            Remove all old wiring and panels            Fish all wire and repair all tear-out.            Include new service entrance and distribution panel.  <u>Electric Service – 200 Amp</u>            Dispose of old electric service to code legal dump. Install a residential, 200-amp single phase, Three wire electric service. Include a main disconnect, 22 circuit panel board, meter socket, Weather head, service cable ground rod and cable, water pipe bonding, Caulk exterior service penetration. Label all circuits.</p>	\$
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**Install Complete all new Heat Pump System R410A**

Provide heating and cooling load calculations and proposed distribution system layout.  
Install a 14 Seer; air-to air-heat pump system to manufacture's most recent installation guidelines with a **10 year equipment warranty.**

System to include but not limited to:

All material, labor, profit, digital thermostat, concrete pad, power, and control wiring, work light, digital thermostat, filter, and fan, heat strips per mfg. recommendations, ducts, vents, returns, operating and repair manual, provide two extra filters, Provide condensation overflow drain, and pan.

Insulate all ductwork to R8.

Provide separate power circuits for units.

Owner prefers unit to be in attic. Return filter must be inside house.

Unit must be inspected and working to submit payment request

.....\$

**Insulation Ceiling R-30**

Install fiberglass batt insulation over entire attic area

\$

**Insulation Floor R-19**

Install fiberglass batt insulation under entire floor area

\$

**Water Service**

**Replace Water Service and Distribution Pipes to all fixtures to current Code.**

Install to code a 1 inch OD PVC type water line from meter to structure and connect all fixtures with PEX line using metal connectors.

Include new water heater hookup, and clothes washer

Include all labor and materials. Install, couplings, hangers, and brass cutoffs, escutcheon plates, supply lines as required. Repair /replace damaged, missing or leaking faucets controllers and supply lines. Re-grade yard and work area, sow grass and spread straw to reestablish lawn. Contractor acquires all permits, testing and inspections.

Contractor is responsible for sidewalk and road repairs.

.....\$

**Sewer Service – 4” PVC**

Install a 4” PVC sewer line from structure and connect to the public sanitary sewer system. Install clean-outs as required. Regrade yard in work area, sow grass seek and spread straw to reestablish lawn. Contractor to apply and pay for all permits and road repairs.

.....\$

**Water Heater – 52 Gallon Electric 1-ea.**

Dispose of water heater in legal dump. Install a 52 gallon, low profile, high recovery, glass lined, insulated to R-7, double element, electric water heater with 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6” of floor or to outside of structure, pan, shut-off valve and electric supply.

\$

**BATHROM**



**Bath – 2 Fixture (Commode and Lavatory)**

Rough-in PVC waste and vent, and copper supply to a close coupled white commode and a 24" plywood vanity housing a vitreous china top and a metal bodied single lever faucet.

Install a brushed metal 5-piece accessory set.

Commode to be tall elongated unit

**Install new tub/shower full surround single piece no seams, brushed metal faucet, drain, etc.**

**The bathroom will be rearranged, please submit cad drawing of new suggested floor plan.**

.....\$

**Kitchen Cabinets and Counters.**

Install kitchen cabinets and counters, Submit a detailed cad drawing to install upper and lower cabinets and countertops, include a space for the washer and dryer.

..... \$

**Kitchen Sink – Double Bowl Complete** \_\_\_\_\_ ea. @ \_\_\_\_\_

Install a 33"x22"x9" double bowl, stainless steel, self-rimming kitchen sink including a steel, metal body faucet with a 15 year drip-free warranty, trap, supply lines and shut-off valves.

\$

**Kitchen Faucet –Single Control** 1 ea.

Install a metal, single lever, washerless faucet with 15 year drip-free guarantee and maximum flow of 2 gallons per minute.

\$

**Driveway**

**Asphalt Driveway**

Clear driveway area, meet existing elevation of public sidewalk and street cut.

Must be on good soil and industry standard compaction for driveways.

Area is 20 ft. wide X 25ft long

Pour driveway 2.5 inches thi

.....\$

**Steps/Landing – Replace Exterior Left Side 4ft x 4ft**

Dispose of steps and landing. Construct a replacement staircase with two 2"x12" preservative treated pine stringers, 5/4" PTP stepping stock treads, on a solid concrete footer. Frame stairs 4' wide connecting to a 4'x4' landing of 2"x6"s and 2"x4" deck. Construct a wood guard and handrail 36".

.....\$

**FLOORS**

**Underlay and Vinyl Sheet goods APPROXIMATELY 250 SF @ KITCHEN AND BATHROOM**

Remove existing vinyl and underlayment. Subflooring and framing must be repaired to remove all damaged materials prior to the instillation of new underlayment. Must be field inspected.

Install 5/16" underlayment grade plywood using 7d screw shank or cement coated nails, 6" on center allowing a 1/4" gap at wall. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufacturer's recommendations. Use proprietary seam sealer. Caulk edges of vinyl w/ clear silicone caulk to create positive seal. Install metal edge strips in openings and shoe molding or 4" vinyl base around perimeter. Must use current in stock material/pattern.

.....\$

**Carpet**

Remove all existing carpet and pad. Install new carpet and pad. Owner to select premium type and color of carpet.

Allowance of 4.00 per sf for carpet and pad approximately 850sf.....\$

**Termite Infestation Inspection**

Complete total inspection and furnish final treated report. And certificate .....\$





Subtotal .....\$ \_\_\_\_\_

Contingency 10%.....\$ \_\_\_\_\_

**Appliances**

**Color black, electric flat top stove, 20-24 ft. door over door refrigerator, dishwasher \$ \_\_\_\_\_**

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

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

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

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

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

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

**DEMOLITION LIST**

**EXTERIOR**

Remove the trees around the left side steps

**Left side porch steps**

Completely remove the left side porch and rails

**Doors**

Remove the front and side storm doors  
Remove front passage door and frame and door seal.  
Remove all interior doors.

**INTERIOR**

Remove the water heater and two gas heaters

**ELECTRICAL**

Remove all electrical wires and all electrical panels, switches, cover plates, light fixtures, cable wires, and telephone wires.

**FLOORS**

Remove all carpet and vinyl, and damaged underlayment and damaged wood flooring

**KITCHEN**

Remove the brown paneling in the kitchen  
Remove all of the cabinets and countertops in the kitchen.  
Remove all the floor covering and all damaged underlayment and subflooring.

**BATHROOM**



Remove the damaged wall areas, remove the sink, toilet, tub, and ceramic around tub, and walls

**HALL**

Remove the shelving in the hall.

**References**

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

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

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



**List all Subcontractors**

**Immigration Reform Act**

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

Contractor agrees to verify the hiring eligibility of its employees as required under South Carolina's Eligible Immigration Reform Act, S.C. Code Ann., § 41-8-10, et seq. by either registering and participating in the Federal Work Authorization Program (E-Verify) pursuant to the Statute or employ only workers who at the time of their employment possess a valid South Carolina Driver's License or Identification Card or are eligible to obtain same or possess a valid Driver's License or Identification Card from another state deemed by the Director of the Department of Motor Vehicles to have requirements at least as strict as those in South Carolina. Contractor certifies that it will comply with the Statute in its entirety and agrees to provide the Owner with documentation to establish applicability of the Statute to the Contractor and compliance by same.

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

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Subcontractor

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

\_\_\_\_\_  
Name of Contractor or (Subcontractor, etc.)

\_\_\_\_\_  
By



**CITY OF SPARTANBURG  
INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS  
July 1, 2016**

**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.

**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](mailto: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

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

### **Conflict of Interest**

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



responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.

- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

#### **Government Restrictions**

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

#### **Assignment or Transfer**

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

#### **Availability of Records**

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

#### **Permits and Licenses**

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

#### **Taxes**

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

#### **Standards of Conduct**

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

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

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

#### **Nondiscrimination**

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

#### **Section 3 Clause**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. 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.