

***Bid Package
For
Pawnee Drive Culvert Project***

CITY OF SPARTANBURG

JOB NO. SW 1801

March 23, 2018

Proposal No.1718-04-10-01

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City of Spartanburg

Procurement and Property Division

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

Legal Notice Request for Bid Pawnee Drive Project.

March 22, 2018

NOTICE IS HEREBY GIVEN that The City of Spartanburg will receive sealed bids from vendors to provide construction services for the Pawnee Drive Culvert Project located near #129 Pawnee Drive.

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

Installation of approximately 40 feet of Class III T.G. 36" RCP, repair and resurface road to project specifications once project is complete. All pipe, catch basin, headwall installation, road repair and resurfacing must be completed per SCDOT and supplied specifications. Contractor will also be responsible for stockpiling of all excavated material. Contractor will be responsible for all traffic control, utility locates/repairs, and any applicable permits.

Proposal No: 1718-04-10-01

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 15%.

The City of Spartanburg reserves the right to reject any and all Bids or to waive any informality in the bidding. Bids may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidder(s), prior to awarding of the Contract.

A certified check or bank draft, payable to the City of Spartanburg, negotiable U. S. Bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

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

The Bidder to whom the contract is awarded will be required to furnish a corporate surety bond in a sum equal to one hundred percent (100%) of the amount of the proposal or bid.

Questions regarding bid procedures should be directed to Carl Wright, Procurement and Property Manager at 864-596-2790 or cwright@cityofspartanburg.org. Technical questions regarding the scope of services should be directed to Jay Squires, Streets & Storm Water Manager, (864) 596-2089 or by email at jsquires@cityofspartanburg.org

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **April 10, 2018 at 3:00**, 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**.

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.

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

City of Spartanburg
P. O. Box 5107
Spartanburg, S. C. 29304

Attention: Procurement and Property Division

The following Proposal Number must be placed on the left corner of the outer envelope in order for the bid to be stamped in as accepted on time: **Proposal No: 1718-04-10-01**

**PROPOSAL FOR
PAWNEE DRIVE CULVERT PROJECT**

CITY OF SPARTANBURG

Job No. 1801

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 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 has satisfied himself as to the work to be performed.

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

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

Completion Time 30 days
Liquidated Damages: \$300.00 per day

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check ac-companying 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)

INFORMATION FOR BIDDERS

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

1. Bids

- a) 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 Pawnee Drive Culvert Project, Job No. 1801**, and the envelope should bear on the outside the Bid Number, name of BIDDER, his 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.
- b) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities 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.
- c) 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.
- d) Each BIDDER is required to state in his proposal his 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.
- e) 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.
- f) 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.

- g) On the first sheet of the bid form, the bidder shall write his name and address, his 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 bid is used, shall also be shown.
- h) 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.
- i) The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the lump sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.
- j) 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.
- k) Five (5) sets of plans and specifications will be furnished the successful Contractor at no cost and any additional sets requested will be furnished at cost.

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 himself 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 with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself 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 failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Local Public Agency will be justified in rejecting any claim based on facts regarding which he 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

- a) 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 has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.
- b) Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section SUBCONTRACTS under GENERAL CONDITIONS PART I hereof.

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 experience record in constructing the type of improvements embraced in the contract, his 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 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 prorata 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 as provided for in Section CHANGES IN THE WORK under GENERAL CONDITIONS Part I hereof.

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

- a) 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 Bid in accordance with the foregoing conditions will be returned promptly.

13. AWARD OF CONTRACT: REJECT OF BIDS

- a) 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.
- b) 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 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

- a) 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.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, 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 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).
- c) 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.
- d) 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

- a) 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. See GENERAL CONDITIONS PART II.
- b) The rates of pay set forth under GENERAL CONDITIONS, PART II, 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

- a) 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. (See Section EQUAL EMPLOYMENT OPPORTUNITY under GENERAL CONDITIONS PART I hereof).
- b) 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.

The goals for minority and female participation are applicable to the entire Contractor's Construction work (whether or not it is Federal or federally assisted) performed in the covered areas.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a). And its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulation in 41 CFR, Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
2. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).

GENERAL GUARANTY

3. 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.

18. 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, S. C.

19. 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.

- a) 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.

20. ENGINEER

Wherever the "Engineer" is referenced in the contract documents, it shall mean the City Storm Water Manager, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2089.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

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

- 1) He is _____ OF _____, the Bidder that has submitted the attached Bid:
- 2) He 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

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.
-1-

Attest:

By: _____ Affix
Corporate Seal

Countersigned

by _____

⁶Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

_____ (Corporate Seal)

Title: _____

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

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character or work performed by your Company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?
10. List the more important projects recently completed by your Company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit Available: \$_____.
15. Give Bank Reference:_____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Spartanburg?
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Spartanburg in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of, 20____.

By: _____

Title: _____

State of _____)

County of _____)

_____ being duly sworn, deposes and
says that he/she is _____ of _____

_____ and that the answers to the fore-
going questions and all statements therein contained are true and
correct.

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

(Name) Notary Public for (State)

My Commission Expires _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: _____
Title: _____

Date _____, 20__

Official Address (including Zip Code).

**EXHIBIT A
SCOPE OF WORK
(BY OWNER)**

Installation of approximately 40 feet of Class III T.G. 36” RCP, repair and resurface road to project specifications once project is complete. All pipe, catch basin, headwall installation, road repair and resurfacing must be completed per SCDOT and supplied specifications. Contractor will also be responsible for stockpiling of all excavated material. Contractor will be responsible for all traffic control, utility locates/repairs, and any applicable permits

WORK TO BE COMPLETED IN 30 DAYS.

**EXHIBIT A-1
SPECIFICATIONS**

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SECTION 1

General Provisions

- 1-01 **INTENT AND SCOPE OF PLANS AND SPECIFICATIONS:** It is the intent of the plans and specifications that one shall supplement the other, but not necessarily duplicate one another. Any work called for in one and omitted in the other shall be executed as if called for in both in order that the work be fully completed according to the complete design as determined by Matrix Engineering, Inc.(Engineer) and approved by the presiding stormwater manager. Should any discrepancy appear in or between the drawings and specifications, the specifications will govern. It is to be understood that the work described in the specifications and shown on the plans shall be complete in every detail whether every necessary item is particularly mentioned or not and the Contractor shall be held to provide all items of labor and materials necessary for the satisfactory completion of the indicated work. Any provisions contained in the specifications or shown on the standard drawings which are not applicable to the work pertaining to this project shall be disregarded. All testing shall be accomplished in accordance to these specifications and only at the discretion of the presiding stormwater manager shall any portions of the testing be waived.
- A. The Contractor shall check all dimensions, elevations, quantities and instructions shown on the plans or given in the specifications and shall notify the Engineer should any discrepancy of any kind be found in the plans, specifications or conditions at the site. He will not be allowed to take advantage of any discrepancy, error or omissions. If any discrepancy is discovered, the Engineer with presiding Sewer District's approval will issue full instructions pertaining thereto and the Contractor shall carry out these instructions as if originally specified.
- B. The Specifications are divided into Sections for convenience of reference. The materials, work, etc., mentioned or specified in one part are not intended to be limited to that part only, but shall be applied with equal force to any other part or division of work where such materials, work, equipment, etc., are mentioned or required to properly provide for acceptable work according to the true intent of the drawings and specifications. 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.
- C. Drawings shall be followed in construction of the work and all dimensions and elevations shown on the Plans shall be accurately maintained. Scaled measurements will not be allowed and no work shall be performed when dimensions or elevations are not indicated until such dimensions or elevations are obtained from the Engineer.
- 1-02 **MATERIALS AND WORKMANSHIP:** It is the intent of these Specifications that the Contractor shall furnish first-class materials and do all work in a first-class manner so that the completed job shall be thoroughly satisfactory in every respect. To this end, the Contractor shall utilize all of his construction experience and shall consult with the Engineer regarding items in the Plans and

Specifications which may be altered to the benefit of the work.

- A. Materials, Services and Facilities: It is understood that except as otherwise specifically stated in the specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Materials must be approved for use before being purchased by the Contractor. The Contractor shall submit to the Engineer a list of such materials or products, and the shop drawings, together with such samples as may be necessary for determination of their acceptability and obtain material/product approval. No request for payment will be approved until this list has been received and approved by the Engineer and the presiding stormwater manager. Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

- B. Shop Drawings: Shop Drawings are original drawings prepared by the Contractor, or a subcontractor or supplier, which illustrate some portion of the work and show fabrication, layout, and setting or erection details. Shop drawings shall also include manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data, as required. Shop drawings shall be clearly marked to identify specific materials, finishes, products or models, and shall show all required dimensions and clearances, performance characteristics and capacities, wiring diagrams and controls.
- 1) The Contractor shall review and check all shop drawings for accuracy and conformance with the contract documents. The Contractor's review shall include verifying field measurements, field construction criteria, dimensions, catalog numbers and similar data. Prior to submission to the Engineer, all shop drawings shall be marked, stamped or otherwise certified as approved by the Contractor, dated and signed or initialed. Any shop drawings not so marked will be returned to the Contractor without the Engineer's review.
 - 2) The Contractor shall schedule the submission of shop drawings to allow sufficient time for review by the Engineer and the stormwater manager, corrections and resubmissions by the Contractor, and re-checking by the Engineer and stormwater manager, as necessary. The Engineer will review shop drawings within two (2) weeks from date received.
 - 3) A minimum of two (2) copies of each submittal indicating approval by the Engineer shall be submitted to the presiding stormwater manager.
 - 4) The Contractor shall not begin fabrication or work which requires submittals until return of submittals with the full approval.

- 1-03 MATERIAL INSPECTION AND TESTING: All materials and equipment used in the construction of this project shall be subject to adequate inspection and testing, in accordance with requirements and accepted standards. All testing shall be done after fabrication and performed within the continental limits of the United States.
- A. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
 - B. Laboratory or Inspection Agencies shall be selected, or approved, by the Owner and Engineer. Preparation of test samples and shipment to an independent laboratory shall be by the Contractor. The Contractor will pay for all tests and reports, except those which may be specifically excluded by other sections of the specifications.
- 1-04 PRECONSTRUCTION CONFERENCE:
- A. Upon SCDHEC construction permit issuance, Matrix Engineering, Inc shall contact the presiding Stormwater Manager to schedule a preconstruction conference. The conference shall be scheduled no less than three (3) days in advance.
 - B. The conference shall be attended by:
 - Presiding Stormwater Manager
 - Presiding Stormwater Manager's Construction Inspector
 - Representative of Matrix Engineering, Inc.
 - Representative of the Contractor and/or the Contractor's Project Foreman
 - Representative of any Subcontractors involved with project.
 - C. At least two (2) days prior to the preconstruction conference, the Engineer shall provide the presiding Stormwater Manager with all necessary sets of plans and specifications stamped "issued for construction".
- 1-05 INSPECTION: The Engineer shall provide for the inspection of all materials used and all work done under these specifications, by assistants and inspectors under his direction. Such inspection may extend to any or all parts of the work and to the preparation or manufacture of materials used, whether within the limits of the work or at any other place. The Contractor shall furnish the Engineer all information relating to the work and to the materials which the Engineer may deem necessary or pertinent and with such samples of materials as may be required. The Contractor shall, at his own expense, supply labor and assistance as may be necessary in handling material for proper inspection.
- A. The representatives of the Owner, Engineer and any State, Federal or other agency having jurisdiction over the work, shall have access to the work wherever it is in preparation or progress, and the Contractor shall

provide proper facilities for such access and inspection.

- B. Presiding Stormwater Manager's Inspectors shall be authorized to inspect all work done and all materials furnished, including preparation, fabrication and manufacture of the materials to be used. The Inspector shall not be authorized to alter or waive requirements of the Drawing and Specifications. The Inspector shall call to the attention of the Contractor to failures of the work and/or materials to conform to the Drawings and Specifications. The Inspector may reject materials or suspend work until questions at issue can be referred to, and decided by, the presiding Stormwater Manager or designated representative. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.
- C. The Contractor shall furnish all necessary facilities and assistance to make any examination of the complete work if such examination is deemed advisable by the Engineer. If any of the work is found defective in any respect, the Contractor shall defray the expense of the examination and satisfactory reconstruction. If the work is found acceptable, the expense of the examination shall be added to the Contractor's final estimate.
- D. Work covered up without consent or approval of the presiding Stormwater Manager must, if required by his Inspector, be uncovered for examination and properly restored at the Contractor's expense.
- E. If the Specifications, the Engineer's instructions, codes, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection; and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection.
- F. Final Inspection: Upon notice from the Contractor that work is complete, the Engineer and the presiding Stormwater Manager 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 and presiding Stormwater Manager.

1-06 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any 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 damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and, after the presiding Stormwater Manager's approval, shall issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

1-07 CARE OF EXISTING FACILITIES: In executing the work, the Contractor shall exert every effort not to damage any existing utilities or the Owner's existing facilities or to break into them. Any damage that is done thereto shall be promptly repaired by the Contractor or by the Owner, at the Owner's option, and at the Contractor's expense. Damage to the presiding Stormwater Manager's system shall be repaired by the Contractor unless expressly requested by the presiding Stormwater Manager that the repair be done by others. If the repair is to be done by others it shall be done at the Contractor's expense. The contractor shall not interrupt or interfere with the operation of existing utilities or facilities during construction except when absolutely necessary. When this is the case, he shall consult with the Engineer, Owner and the utility company as to procedure, and shall be governed by their decision. Any damage done shall be promptly reported to the affected utility for repair.

- A. The Engineer does not guarantee that all existing facilities such as buildings, fences, pipelines, electrical lines, conduit, telephone cable, service connections, or other facilities are shown on the plans. It shall be the Contractor's responsibility to locate and protect all such existing facilities prior to beginning construction.
- B. Contractor's Responsibilities. Contractor shall conduct his operations in a manner and sequence which will provide for the continued transportation of wastewater flows during construction of this project. Contractor shall take all actions required to prevent discharge of sewer flow from the system to the ground or any stream. Any construction actions that impede or interrupt flow shall be carefully executed and monitored to prevent surcharging and overflow.
- C. Any existing surface or subsurface improvements, such as pavement, curbs, sidewalks, pipe or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.
- D. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract. All repairs to utility services shall be coordinated with the applicable utility company, and shall be made in strict accordance with their requirements.

- 1-08 CONNECTING TO EXISTING WORK: It shall be the express responsibility of the Contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.
- 1-09 INSURANCE: The Contractor shall not start work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner. The Contractor shall not allow any subcontractor to start work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.
- A. Compensation and Employer's Liability Insurance: The Contractor shall procure and maintain during the life of the contract the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the contract. The Contractor shall require all subcontractors to provide Workmen's Compensation and Employer's Liability Insurance of all their employees to be engaged in such work.
- B. General Public Liability and Property Damage Insurance: The Contractor shall procure and maintain during the life of the contract General Public Liability and Property Damage Insurance, including vehicle coverage, to protect him from all claims for destruction of or damage to property, arising out of or in connection with any operations under the contract, whether such operations be by himself or by any subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a subcontractor under him. The amount of such insurance shall be not less than the following limits of liability.
- 1) \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident.
 - 2) \$1,000,000 for all property damage sustained by any one person in any one accident; and \$2,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
- C. Special Hazards Insurance: Where special hazards are encountered in the work under this contract, such hazards shall be covered by a rider to the policy or policies required under subparagraph B in an amount not less than those stipulated under subparagraph B. The Contractor shall be responsible for procuring this insurance before performing any work involving special hazards.
- E. Certificates of Insurance: Prior to starting any work, the Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates and expiration dates of all insurance policies.
- F. Railroad Insurance:

- 1) The Contractor shall be able to furnish the Railway Company the following:
 - a) Certificate of Workmen's Compensation or Employer's liability insurance according to the laws of the State.
 - b) Certificate of the contractor's Public Liability Insurance, to protect the Contractor and Subcontractor:
 - 1) For loss of life or injury to any one person in an amount not less than \$1,000,000 for any one person and not less than \$2,000,000 for any one accident.
 - 2) For property loss or damage in an amount not less than \$1,000,000 for any one accident and not less than \$2,000,000 aggregate.
 - c) The original policy of Railroad Protective Liability Insurance naming the Railway Company as the insured.
 - 1) For loss of life or injury to any one person in the amount not less than \$200,000 for any one person and not less than \$6,000,000 for any one accident.
 - 2) For property loss or damage in an amount not less than \$2,000,000 for any one accident and not less than \$6,000,000 aggregate.

SECTION 2

Rights-of-Way and Easements

2-01 SCOPE:

This section covers the requirements and work pertaining to the rights-of-way and easements necessary for the construction of the project.

2-02 WORK ON RIGHTS-OF-WAY AND EASEMENTS:

- A. The Owner will obtain all land and rights-of-way necessary for all work under this contract, except for County, Town or City roads or streets. 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 claims 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. The Contractor shall secure copies of all applicable right-of-way plats to be kept at the job site during construction.
- B. Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and in no case shall he encroach beyond the limits of the Owner's property or rights-of-way. The exact location of the rights-of-way limits shall be shown on the rights-of-way plats which will be furnished to the Contractor. He shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic. His method of operation and placing of equipment shall be subject to the approval of the Engineer. Any damage done to property outside the rights-of-way limits shall be the financial responsibility of the Contractor. Any vehicular access to right-of-way which crosses private property shall be by written permission of the property owner with copy of same provided to the Engineer.
- C. It shall be the duty of the Contractor to locate the limits of the rights-of-way, or property lines, prior to beginning construction. He shall be solely responsible for any damage to trees, crops or other property outside the boundaries of the rights-of-way and shall make satisfactory settlement for any damage directly with the property owner involved.
- D. Clearing and Grubbing. Contractor shall consult with the Stormwater Manager and Engineer prior to beginning clearing and a full understanding is to be reached as to procedure. Contractor shall then conduct clearing and grubbing operations in strict accordance with these agreements.
 - 1) Clearing and grubbing along pipelines shall be done prior to pipe installation. Where a temporary construction easement is obtained, clearing shall be limited to that which is absolutely necessary for construction of the project. The entire permanent right-of-way shall be cleared and grubbed, unless otherwise noted. All timber cut shall be completely removed and disposed of by the Contractor within ten days, unless otherwise noted on the plans.

- 2) Grubbing of Stumps shall be done in any convenient manner satisfactory to the Engineer and which will not cause damage to the remaining trees or adjacent property. No burying of construction debris will be allowed in right-of-way limits. If burying is done outside right-of-way limits, written permission from the property owner must be obtained.
- 3) Minor Structures within rights-of-way limits shall be removed and disposed of as directed by the Engineer. Fences shall be removed as required by construction and replaced to property owners' satisfaction with materials as good as or better than that which was removed. Temporary fencing, as required, shall be installed to property owners' satisfaction until permanent fencing can be erected.
- 4) Burning of Cleared Material shall be accomplished in strict compliance with all applicable local, state and federal regulations pertaining to open burning and smoke abatement. Contractor shall contact the local office of the Department of Health and Environmental Control for burning permit.

2-03 WORK ON STATE AND COUNTY HIGHWAYS OR ROADS, TOWN OR CITY ROADS OR STREETS, RAILROAD AND OTHER UTILITY RIGHTS-OF-WAY:

- A. The Contractor shall not begin excavation, grading, fill, storm drainage, paving and any other construction or installations on any property or in any right-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc. until the necessary permits are secured. The Contractor shall conform to all requirements of the authorities having jurisdiction and to the applicable requirements of the specifications. Contractor shall make all necessary arrangements with the proper authorities, including approval of construction methods, etc., and shall pay all costs charged in connection with work. Contractor shall notify the South Carolina Department of Transportation at least 24 hours in advance of any work performed on State roads and shall notify the County Roads and Bridges Department at least 24 hours in advance of any work performed on County roads.
- 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. All traffic control devices and methods shall comply with the latest edition of South Carolina Department of Highways and Public Transportation Traffic Control Manual.
- 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 within the same week that it is cut. The Contractor shall keep at least one full lane open for traffic at all times. Any subsequent settlement shall be immediately corrected and repaired. Refer to Section 11 for paving and surfacing specifications.

- D. Where a pipeline crossing under a highway is installed within encasement pipe, the encasement pipe shall be provided as specified in Section 9, Boring and Tunneling.
- 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.
- F. The Contractor shall not begin work on any property of any Railroad until the Engineer has secured necessary permits. Contractor shall conform to all requirements of the Railroad, or its authorized representatives, in the construction of this portion of the work.
 - 1) The Contractor shall also pay the cost of flagmen or other expenses of the railroad in protecting rail or vehicular 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.

2-04 RESTORATION OF RIGHT-OF-WAY:

- 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. Immediately after completion of the work, or any substantial unit or portion of it, the Contractor shall remove all unused material, refuse and dirt placed by him in the vicinity of the work and shall leave the premises in a neat and orderly condition, satisfactory to the Engineer.
- C. The right-of-way shall be restored to original or better condition. Horizontal benches shall be provided to facilitate access to the site and shall be located where directed by the Engineer and the presiding Sewer District. Fill material, where required, shall be free of grass, roots, rock and other objectionable material and shall be spread evenly and properly compacted. The entire right-of-way shall be graded, dressed off and cleaned up to the satisfaction of the Engineer, presiding Sewer District and property owner, where applicable.
 - 1) Where work is along streets or highways and dirt has been placed on the pavement, the pavement shall be swept clean of all dirt after backfill has been completed.
 - 2) Site: The Contractor shall clean up behind the work as much as is reasonably possible as the work progresses, but in no case shall the pipe laying operation be more than 1000 feet ahead of complete cleanup. Upon

completion of the work and before acceptance of the Final Payment for the project by the Owner, the Contractor shall remove all his surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore, in an acceptable manner, all property, both public and private, which has been disturbed or damaged during the prosecution of the work; and shall leave the whole site in a neat and presentable condition.

- 3) Except where specifically directed otherwise by the property owner, the entire construction right-of-way shall be provided with a permanent grass cover within 30 days after backfilling. Topsoil shall be replaced and seed planted, fertilized and watered until a grass cover satisfactory to the Engineer and property owner is obtained. If necessary, a temporary grass cover shall be provided until a permanent cover can be established. Grassing shall be as specified in Section 12. If required by the property owner, shrubbery shall be replaced to the satisfaction of the Engineer and the property Owner.

END OF SECTION : RIGHTS OF WAY and EASEMENTS

SECTION 3

STORM DRAINAGE

- A. GENERAL

- B. RELATED DOCUMENTS

- C. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

- D. SUMMARY

- E. This Section includes storm drainage.

- F. Shop Drawings: Include plans, elevations, details, and attachments for the following:
 - G. Precast concrete manholes and other structures, including frames, covers, and grates.
 - H. Cast-in-place concrete manholes and other structures, including frames, covers, and grates.

- I. DELIVERY, STORAGE, AND HANDLING

- J. Protect pipe, pipe fittings, and seals from dirt and damage.

- K. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

- L. PROJECT CONDITIONS

- M. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

- N. Locate existing structures and piping to be closed and abandoned.

- O. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - P. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - Q. Do not proceed with utility interruptions without Architect's written permission.

- R. PRODUCTS

2.1. PIPES AND FITTINGS

A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, Class III, Wall B, for gasket joints.

S. Gaskets: ASTM C 443 rubber.

T. CATCH BASINS

U. Normal-Traffic, Precast Concrete Catch Basins: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints.

V. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.

W. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.

X. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.

Y. Gaskets: ASTM C 443, rubber.

Z. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for heavy-duty service. Include flat grate with small square or short-slotted drainage openings.

AA. Size: 24 by 36 inches minimum, unless otherwise indicated.

BB. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

CC.

DD. INSTALLATION, GENERAL

EE. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

FF. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

- GG. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.
- HH. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- II. Install gravity-flow piping of sizes and in locations indicated. Terminate piping as indicated.
 - JJ. Install piping pitched down in direction of flow, at minimum slope of 1 percent, unless otherwise indicated.
 - KK. Install piping with 24-inch minimum cover.

LL. TAP CONNECTIONS

- MM. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work.
- NN. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

OO. FIELD QUALITY CONTROL

- PP. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
 - QQ. In large, accessible piping, brushes and brooms may be used for cleaning.
 - RR. Place plug in end of incomplete piping at end of day and when work stops.
 - SS. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.
- TT. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - UU. Submit separate reports for each system inspection.
 - VV. Defects requiring correction include the following:
 - WW. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - XX. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - YY. Crushed, broken, cracked, or otherwise damaged piping.
 - ZZ. Infiltration: Water leakage into piping.

AAA. Exfiltration: Water leakage from or around piping.

BBB. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.

CCC. Reinspect and repeat procedure until results are satisfactory.

SECTION 4

Trench Excavation and Backfilling

4-01 SCOPE:

Work consists of all necessary trench excavation and backfill work as shown on the plans and as specified herein.

4-02 GENERAL:

Trench excavation shall be confined to the construction area as shown on the plans, and shall be done in an approved manner with proper equipment. Excavation and backfilling shall be suspended during rain and inclement weather, or when unsatisfactory field conditions are encountered, unless otherwise directed by the Engineer. At all times during construction, Contractor shall maintain proper drainage in the construction area, and shall take all measures necessary for erosion and sediment control.

A. Existing Utilities: The Contractor shall be solely responsible for locating and verifying the location of all existing utilities. The Contractor shall take every precaution to protect existing utilities from damage during construction operations. If damage occurs, the utility involved shall be promptly contacted and repairs made at their direction and at the Contractor's expense. The work shall meet the approval of the utility involved. If the respective utility desires to make repairs with its own forces, the Contractor shall bear all the expenses of the work.

B. When interruptions of existing utilities occur, temporary service shall be provided as directed and approved by the respective utility involved.

C. Notification of intent to excavate:

1) South Carolina Underground Utility Damage Prevention Act (S.C. Code Ann., 58-35-10, CT-SEQ, Supp. 1978) requires persons to ascertain the location of underground public utility property prior to excavation or demolition in certain situations. The Act also requires such persons to give timely notice of intent to excavate or demolish prior to commencing such operations. Failure to comply could subject the violator to a civil penalty for each violation of the Act.

2) Notification of intent to excavate may be given by calling this toll free

number: 1-800-922-0983.

- D. If existing utilities are found to conflict with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.
- E. Do not proceed with permanent relocation of utilities until verbal instructions are received from the Engineer.

4-03 TRENCH EXCAVATION:

- A. Trenches for pipe shall be excavated along the lines designated by the Engineer and to the depths necessary for laying pipe to the required grades.
 - 1) Do not excavate trench more than 200 feet ahead of pipe laying, unless permitted by the Engineer.
 - 2) Where trenching occurs in existing lawns, and seeding is not an option, remove turf in sections with appropriate turf cutting equipment and keep damp. Replace turf upon completion of the backfilling.
 - 3) Where trenching takes place in existing concrete or asphalt pavement, the pavement shall be saw cut a width 2 feet wider than the top width of the trench, unless otherwise noted on the drawings. Ragged edges of pavement shall be recut as required prior to paving to form a straight and uniform alignment.
 - 4) Sides of trenches shall be kept as nearly vertical as possible. Maximum trench width up to a level 24 inches above the top of the pipe shall be as shown on the plans.
 - 5) Water which is found in or accumulates in trenches shall be pumped, bailed or otherwise removed. All machinery required for pumping or bailing shall be furnished by the Contractor. Trenches shall be kept free of water while pipe is being laid. Disposal of water after removal shall be satisfactory to the Engineer. There will be no disposal into existing sewer.

4.04 CLASSIFICATION OF EXCAVATION:

All excavation shall be unclassified, except as otherwise specified below.

- A. Classified Excavation: This item covers the excavation of solid rock for pipelines and structures, disposal of excavated rock, and backfilling of the excavation to the level of the original ground line. Work shall include all labor, materials, equipment and permits required for excavation of rock.
 - 1) Classified excavation shall be material which cannot be removed by means other than blasting or with air hammer. Material which can be removed by

ripping shall not be considered "classified excavation."

- 2) Where rock is encountered at grade on pipelines, the trench shall be excavated to a depth as shown in the improved ditch bedding details and the pipe bedded in angular material as specified in Section 4-05 A. below. Rock excavation in pipe trenches shall be removed 8 inches beyond each side of the pipe outside diameter and 6 inches below the outside bottom of the pipe. Payment for rock will be at the unit price stated in the bid.
 - 3) Contractor shall give the Engineer ample notice so that he or the District Inspector may be on hand to measure the rock as it is excavated and before any backfilling has taken place.
- B. **Blasting:** All blasting, where required, shall be done under the personal supervision of a licensed individual thoroughly skilled in this class of work. All necessary measures to protect life and property shall be taken. Where in close proximity to buildings, transmission lines, telephone lines or other facilities, timber mats or other means of preventing damage from flying debris shall be used. Ample and suitable signals shall be given in proximity to the work before each blast, and flagmen shall be placed on all roads beyond the danger zone in every direction to warn traffic. Contractor shall be responsible for all damage resulting from blasting. The Blasting Permit Number shall be given to the presiding sewer district Inspector prior to blasting.

4-05 BEDDING OF PIPE:

- A. **Pipe bedding material for PVC pipe** shall be suitable material with a minimum depth of 4 inches below bottom of pipe and to the depth of 6 inches where classified excavation is necessary.
- 1) Select material for backfill shall be suitable material from the excavation free of large stones, hard lumps, debris and other objectionable material. If select material is not available from the excavation, it shall be hauled to the site at Contractor's expense.
 - 2) Angular material shall be crushed stone or gravel conforming to ASTM D448, either Size No. 67 or Size No. 57.
 - 3) All trenches shall be excavated below the established subgrade as required to provide for preparation of trench bottoms in strict accordance with the improved ditch bedding details as shown. Stone bedding shall be so shaped that the load is supported throughout the entire length of the pipe barrel, and not at the pipe bells. Bell holes shall be dug to relieve bells of the load and to provide for completion of joints.
 - 5) Class "B" bedding shall be required where:
 - (a) Where rock is encountered, bedding shall extend a minimum of 6

inches below pipe. Angular material shall be as specified in Section 8-05 A.2).

- (b) Specifically noted on the plans or where directed by Engineer or Inspector.

4-06 BACKFILLING OF TRENCHES:

Backfilling of trenches shall progress as rapidly as pipe-laying will permit.

- A. Backfill around the pipe and above the top of the pipe to a height of at least 12 inches above the top of the pipe shall be placed in layers not more than 6 inches thick. Only select material or angular material (where required) shall be used for this portion of backfill. As fast as the material is placed, it shall be cut under the haunches of the pipe with a shovel and thoroughly compacted with light tamps for the full width of the trench to provide support for the bottom and sides of the pipe. Backfilling shall be carried up evenly on both sides in 6-inch lifts to 12 inches above the pipe.
- B. Trench backfilling shall be deposited in level lifts, free of objectionable material and boulders and thoroughly compacted. No rock shall be placed in backfill that cannot be easily removed by hand. Compaction shall be such as to prevent future settlement and shall be done by acceptable means, approved by the Engineer.
 - 1) Compaction will be accomplished by the use of a mechanical hand tamp or "sheepsfoot" trench roller. Where a mechanical hand tamp is used, lifts shall be placed in a maximum of 12-inch layers for 95% compaction and a maximum of 18-inch layers for 90% compaction. Where a sheepsfoot roller is used, lifts shall be placed in a maximum of 18-inch layers for 95% compaction and 24-inch layers for 90% compaction. Either method will require four passes up and down the trench line on either side of the pipe (one pass will be defined as one run up the trench and back down again).
 - 2) A hydro tamp may be used for compaction for the final two feet of backfill provided there is a minimum of seven feet of cover over the pipe.
 - 3) Rolling with rubber tired vehicles or track type equipment will not be allowed.
 - 4) Compaction shall be at least 90% of maximum as established by ASTM D698 (Standard Proctor); except that under pavement, compaction shall be at least 95% of maximum per ASTM D698.
- C. Under pavement, the top of the trench shall be filled with an aggregate base as specified in Section 6-02 C.
 - 1) Tamp each layer to a density equivalent of not less than 95% of ASTM D698 Proctor Curve (Standard Proctor).

- 2) Provide additional compaction by leaving the backfilled trench open to traffic while maintaining the surface with crushed stone.
 - 3) Refill any settlement with crushed stone and continue such maintenance until replacement of pavement is authorized by the Engineer.
- D. Contractor shall be responsible for final subsidence of all trenches, and shall leave trenches flush with the original ground after all settlement has taken place. Any settlement of backfill below finish grade shall be promptly corrected. Trenches shall be protected against scour due to surface drainage.
- E. Backfill around manholes shall, in general, conform to the requirements for backfilling trenches, except that no backfill shall be placed around manholes until all mortar has properly set.

4-07 **COMPACTION TEST:**

All backfill will be subject to a compaction test by an independent laboratory selected by the Engineer. If compaction fails the test, Contractor shall remove and replace backfill to the satisfaction of the Engineer, and shall also pay for the cost of the test.

SECTION 5

Paving and Surfacing

5-01 **SCOPE:**

This section covers cutting and replacing pavement for installation of utilities, as shown on the plans and as specified herein.

5-02 CUTTING AND REPLACING PAVEMENT:

- A. Cutting: All pavement shall be neatly cut to a straight edge in advance of trenching, with the method of cutting subject to approval of the Engineer. Cutting pavement shall be sawed with suitable concrete saw cutting equipment. Pavement shall be cut 12 inches wider than the excavated area on each side. Ragged and irregular edges shall be redone.
- B. Trench Backfilling under pavement shall be as specified in Section 4.
- C. Base for pavement shall be crusher run stone for all secondary highways and non-highway streets, and concrete for all primary highways. Base shall be placed in accordance with plan or encroachment permit details. Base width shall be as shown on the plans of encroachment permits for the various types pavement cuts.
- 1) Crusher run stone shall be graded 1-1/2 inches and down, with fines being added if necessary. Stone shall be well mixed and compacted by tamping and rolling so as to prevent settlement. Crusher run base material shall be placed at the same time that the trench is backfilled. Backfilling to the top of the trench, to be cut out and replaced with base material at a later date, will not be allowed.
 - 2) Base for highway pavement and adjacent drives shall be 8 inches of crusher run stone, stabilized with 5% Portland cement. Base shall be thoroughly mixed prior to compaction.
 - 3) Base for non-highway pavement and adjacent drives shall be 8 inches of crusher run stone, without the addition of cement.
 - 4) Concrete base shall consist of 10 inches of concrete. Concrete shall be designed to produce a compressive strength of 3000 psi at 28 days. Design of mix and source of supply shall be subject to approval of the Engineer.
- D. Pavement shall be replaced with the same type of pavement that existed prior to cutting, and shall consist of bituminous surfacing, bituminous plant mix pavement. The Contractor shall contact the highway department and obtain the specifications for the mix to be used for any one or group of pavement cuts.
- 1) Pavement shall be repaired within the same week that it is cut. If inclement weather delays pavement replacement, Contractor shall not cut additional pavement until he has notified the Engineer and received specific permission and instructions.
 - 2) For bituminous pavement or surfacing, the entire area to be resurfaced

(including edges of existing pavement) shall be primed with an acceptable asphalt prime coat just prior to placing the new pavement.

- E. All Work on State Highways shall be done in strict accordance with State Highway Department requirements. It shall be the responsibility of the Contractor to familiarize himself with all such requirements. He shall obtain from the Owner a copy of all required encroachment permits, and shall conform to all requirements and stipulations therein.
- F. All Work on County Highways or Roads, Town or City Street shall be done in strict accordance with requirements of the agency having jurisdiction thereof. The Contractor shall secure permits from the applicable agency involved and furnish a copy to the District. Paragraphs A, B, C and D of this section also apply.

5-03 REMOVING AND REPLACING SIDEWALK:

Where pipe is to be placed under an existing concrete sidewalk, the concrete shall be removed in construction units unless their length is more than 10 feet, in which case, the concrete shall be cut as specified for pavement. Backfill shall be thoroughly compacted for the entire depth of the trench.

- A. Sidewalk shall be replaced with 3,000 psi concrete 4 inches thick, except for driveways where it shall be 6 inches thick. Concrete shall be placed monolithic and dressed off with a wooden float, brush and edging tool. Where pipe is to be placed under a concrete walk, the Contractor may, with permission of the Engineer, install the pipe by tunneling instead of removing and replacing the walk.
- B. Curb and Gutter: If pipe is to be placed under curb and gutter, it shall be done by tunneling. No additional payment will be made therefore.

SECTION 6

Grassing

6-01 SCOPE:

This section covers cultivating, fertilizing and planting grass on all pipeline rights-of-way, as shown on the plans or as directed by the Engineer.

6-02 GENERAL:

It is the intent of these specifications to provide a complete grassing procedure which shall be carefully followed, and, upon consultation with the Engineer, shall be adjusted to meet unforeseen weather and soil conditions so as to secure a successful planting of the areas to be grassed. Approval from the presiding sewer authority shall be obtained before these areas will be acceptable. All eroded areas shall be filled and completely covered with grass before being acceptable.

6-03 FERTILIZING AND GRASSING:

A. Material shall be approved by the Engineer prior to use.

- 1) Seed shall be Fescue, Bermuda or Pensacola Bahia, or a combination thereof, as required by seasonal or soil conditions, with at least 90% purity and 80% germination, conforming to State law.
- 2) Sod may be used at contractor's discretion. Sod may be Fescue, Bermuda, or Pensicola Bahia or as specified by the Engineer.

B. Planting: All preparation and planting shall be done in an acceptable manner and by competent personnel.

- 1) Area to be seeded or sodded shall be loosened or pulverized to a depth of 3 to 4 inches by disc harrowing, with all clods broken up, and all sticks and other debris removed.
- 2) Seed shall be distributed on the prepared area by the use of a commercial applicator that will provide even distribution. Minimum application rates shall be as specified in State law; heavier applications shall be where necessary to provide an acceptable cover.
- 3) Seed shall then be raked into the ground and lightly covered. After the seed is covered, the area shall be compacted and dressed smooth by a culti-packer or other means acceptable material. Mulch material shall be held in place by covering with light poultry netting staked in place or by a coat of suitable asphaltic material.
- 4) After planting is completed, the planted areas shall be sufficiently watered.

Watering shall be continued as necessary until an acceptable grass cover is obtained.

- C. Temporary Cover: If grading is completed and ready for seeding at a time inappropriate for establishing the permanent grass cover, temporary coverage shall be provided for protection of graded surfaces until such time that permanent cover can be established. Temporary cover shall be provided as specified below. Contractor shall return to the site and provide the permanent cover, in the manner specified above, at such time as may be suitable.
- 1) Surface area to be seeded shall be prepared as for permanent cover.
 - 2) Area to be grassed shall be planted with Rye or Sudan grass for temporary protection. Seed shall be applied in the manner specified above, at such rates as to provide for adequate and acceptable temporary cover.
 - 3) After temporary planting is completed, the planted areas shall be watered as specified above.
- D. Maintenance: During the period of the guarantee, the Contractor shall repair all damage due to erosion or other causes, and shall maintain all slopes and grassed areas in good condition until an acceptable grass cover is obtained.

SECTION 7

Temporary and Permanent Erosion and Sediment Control

7-01 SCOPE:

- A. Submittals: Submit a written plan to Engineer for both temporary and permanent grassing. The plan shall include selection of species, dates and rates of application for seeding, fertilizer and mulching.
- B. Basic Principles:
 - 1) Conduct the earthwork and excavation activities in such a manner to fit the topography, soil type and condition.
 - 2) Minimize the disturbed area and the duration of exposure to erosion elements.
 - 3) Stabilize disturbed areas immediately.
 - 4) Safety convey run-off from the site to an outlet such that erosion will not be increased off site.
 - 5) Retain sediment on site that was generated on site.
 - 6) Minimize encroachment upon watercourses.
- C. Temporary Erosion and Sediment Control: In general, temporary erosion and sediment control procedures shall be directed toward:
 - 1) Preventing soil erosion at the source.
 - 2) Preventing silt and sediment from entering any waterway if soil erosion cannot be prevented.
 - 3) Preventing silt and sediment from migrating downstream in the event it cannot be prevented from entering the waterway.
- D. Permanent Erosion Control: Permanent erosion control measures shall be implemented to prevent sedimentation to the waterways and to prevent erosion to the Project site.

7-01 QUALITY ASSURANCE:

- A. General: Perform all work under this Section in accordance with all pertinent rules and regulations including, but not necessarily limited to, those stated above and these Specifications.
- B. Conflicts: Where provisions of pertinent rules and regulations conflict with these

Specifications, the more stringent provisions shall govern.

7-01 MATERIALS:

A. Temporary Erosion and Sediment Control Materials:

1) Silt Fence:

- a) Silt fence shall be polymer type netting with a built-in cord running throughout the top edge of the fabric. Posts shall be either steel or pressure treated fir, southern pine or hemlock and shall be spaced not more than six feet on center. Silt fence shall be provided with netting to provide reinforcing when necessary. Silt fence fabric shall have an Equivalent Opening Size (EOS) of 40 to 100. Silt fence fabric shall have a maximum permeability of 40 gallons per minute per square foot.
- b) Silt fence fabric shall be equal to Mirafi 100X, Amoco 1380 or Exxon GTF-100 Series.

2) Hay bales shall be clean, seedfree cereal hay type.

3) Netting shall be ½-inch, galvanized steel, chicken wire mesh.

4) Filter stone shall be coarse aggregate conforming to South Carolina Department of Highways and Public Transportation, Aggregate Number CR-14.

5) Concrete block shall be hollow, non-load-bearing type.

6) Plywood shall be ¾-inch thick exterior type.

B. Rip-Rap:

1) Use only one method throughout the job.

2) Stone Rip Rap: Use sound, tough, durable stones resistant to the action of air and water. Slabby or shaley pieces will not be acceptable. Unless shown or specified otherwise, stone rip rap shall be Type 1 rip rap.

- a) Type 1 Rip Rap: Stone pieces shall range in weight from a minimum of 25 pounds to a maximum of 250 pounds. At least 60 percent of the stone pieces shall weigh more than 150 pounds. Rip rap shall conform to South Carolina Department of Highways and Public Transportation Standard Specifications 804.04.

- b) Type 2 Rip Rap: Stone shall vary in size with no pieces weighing more than 150 pounds. At least 20 percent of the stone pieces, excluding spalls, shall weigh more than 60 pounds, and no more than 20 percent of the stone pieces, excluding spalls, shall weigh less than 25 pounds. Rip rap size shall conform to South Carolina Department of Highways and Public Transportation Standard Specifications 804.03.
 - c) 200 Pound Rip Rap: Minimum weight of individual stones shall be 200 pounds.
- 3) Sand-Cement Bag Rip Rap:
- a) The bags shall be of cotton, burlap or fiber reinforced paper capable of containing the sand-cement mixture without leakage during handling and placing. Bags previously used for sugar or any other material which will adversely affect the sand-cement mixture shall not be used. Capacity shall be not less than 0.75 cubic foot, nor more than two cubic feet.
 - b) Sand and Portland cement shall be mixed at the maximum ratio of 5:1 by weight and shall obtain a minimum compressive strength of 500 psi in seven days. For sand-cement bag rip rap, the amount of water used shall be just enough to make up the optimum moisture content of the aggregate and cement, as determined by ASSHTO T 134. When sand-cement rip rap is to be pre-bagged, the sand-cement shall be mixed dry, and after placing each course, the bags shall be wet until sufficient moisture is present for proper cement hydration.

C. Filter Fabric:

- 1) The filter fabric for use under rip rap shall be a monofilament, polypropylene woven fabric meeting the specifications as established by Task Force 25 for the Federal Highway Administration. The filter fabric shall have an equivalent opening size (EOS) of 70.
- 2) Filter fabric under rip rap shall be equal to Mirafi, Amoco or Exxon.

D. Concrete:

- 1) Concrete shall have a compressive strength of not less than 3,000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

- 2) Provide a concrete mix design for job mixed concrete for the Engineer's approval.

E. Gabions:

- 1) Gabions shall be large, multi-celled, rectangular wire mesh boxes filled with rip rap to prevent erosion, scour or sloughing of an embankment. Gabions shall have the following features.
 - a) Hexagonal mesh pattern, which under stress will deform but not break.
 - b) Triple twist, which will make the mesh non-raveling.
 - c) Reinforcing wires woven into each corner, which will increase the strength at the stress points and help the gabion retain its shape, during and after filling.
 - d) A diaphragm securely attached to the base, which will prevent the shifting of the stone, and at the same time, reinforce the gabion.
- 2) The wire mesh shall have an opening of approximately 3 x 4-inches and shall be a minimum 12 gauge. Wire mesh shall be galvanized.
- 3) Gabion baskets shall be 12 feet long x 3 feet high with four cells.
- 4) Gabions shall be equal to Maccaferri Gabions, Inc.

7-01 INSTALLATION:

A. General:

- 1) Standards: Provide all materials and promptly take all actions necessary to achieve effective erosion and sedimentation control in accordance with the Best Management Practices of the Erosion and Sediment Control Practices for Developing Areas, local enforcing agency guidelines and these Specifications.
- 2) Implementation: The work shown on the approved plans and working drawings shall be considered a minimum requirement. What is shown shall not relieve the Contractor of the responsibility to actively take all steps necessary to control soil erosion and sedimentation.

B. Temporary Erosion and Sedimentation Control:

- 1) Temporary erosion and sedimentation control procedures should be initially directed toward preventing silt and sediment from entering the creeks. The preferred method is to provide an undisturbed natural buffer, extending a minimal 5 feet from the top of the bank, to filter the run-off. Should this buffer prove infeasible due to construction activities being too close to the creek, or if the amount of sediment overwhelms the buffer, the Contractor shall place silt fences to filter the run-off and, if necessary, place permanent rip rap to stabilize the creek banks. When excavation activities disturb the previously stated preventative measures, or if they are not maintained, or whenever the construction activities cross the creeks, check dams shall be installed downstream and within 200 feet of the affected area.
- 2) Silt dams, silt fences, traps, barriers, check dams, appurtenances and other temporary measures and devices shall be installed as indicated on the approved plans and working drawings, shall be maintained until no longer needed, and shall then be removed. Deteriorated hay bales and dislodged filter stone shall be replaced with new materials. Detention ponds, if constructed, shall be maintained in a condition ensuring that unfiltered water will not leave the pond.
- 3) Where temporary grassing is not appropriate, and where the Contractor's temporary erosion and sedimentation control practices are inadequate, the Engineer may direct the Contractor to provide temporary vegetative cover with fast growing seedings. Such temporary vegetative cover provided by the Contractor in compliance with the Best Management Practices of the Erosion and Sediment Control Practices for Developing Areas, specifically in the selection of species, planting dates and application rates for seedings, fertilizer and mulching, with the exception that kudzu shall not be permitted.
- 4) All erosion and sedimentation control devices, including check dams, shall be inspected by the Contractor at least weekly and after each rainfall occurrence and cleaned out and repaired by the Contractor as necessary.
- 5) Temporary erosion and sedimentation control devices shall be installed and maintained from the initial land disturbance activity until the satisfactory completion and establishment of permanent erosion control measures. At that time, temporary devices shall be removed.

C. Permanent Erosion Control: Permanent erosion control shall include:

- 1) Restoring the work site to its original contours, unless shown otherwise on the Drawings or directed by the Engineer.
- 2) Permanent vegetative cover shall be performed in accordance with "Grassing" of this Section and Section 12.
- 3) Permanent stabilization of steep slopes and creeks shall be performed in accordance with "Rip Rap" of this Section.
- 4) Permanent erosion control measures shall be implemented as soon as practical after the completion of pipe installation or land disturbance for each segment of the Project. In no event shall implementation be postponed when no further activities related to pipe installation will impact that portion or segment of the Project. Partial payment requests may be withheld for those portions of the Project not complying with this requirement.

D. Grassing:

- 1) General:
 - a) All references to grassing, unless noted otherwise, shall relate to establishing permanent vegetative cover as specified herein for seeding, fertilizing, mulching, etc.
 - b) When final grade has been established, all bare soil, unless otherwise required by the Contract Documents, shall be seeded, fertilized and mulched in an effort to restore to a protected condition. Critical areas shall be sodded as approved or directed by the Engineer.
 - c) Specified permanent grassing shall be performed at the first appropriate season following establishment of final grading in each section of the site.
 - d) Permanent grassing shall be of perennial species.
- 2) Replant grass removed or damaged in residential areas using the same variety of grass and at the first appropriate season. Where sod is removed or damaged, replant such areas using sod of the same species of grass at the first appropriate season. Outside of residential or landscaped areas, grass the entire area disturbed by the work on completion of work in any area. In all areas, promptly establish successful stands of grass.
- 3) Grassing activities shall comply with the Best Management Practices of the Erosion and Sediment Control Practices for Developing Areas, specifically for the selection of species, with the

exception that kudzu shall not be permitted, planting dates and application rates for seeding, fertilizer and mulching. Where permanent vegetative cover (grassing) cannot be immediately established (due to season or other circumstances) the Contractor shall provide temporary vegetative cover.

E. Rip-Rap:

- 1) Unless shown otherwise on the Drawings, rip rap shall be placed where ordered by the Engineer, at all points where banks of streams or drainage ditches are disturbed by excavation, or at all points where their natural vegetation is removed. Carefully compact backfill and place rip rap to prevent subsequent settlement and erosion. This requirement applies equally to construction along side of stream or drainage ditch as well as crossing a stream or drainage ditch.
- 2) When trenching across a creek, place rip rap a distance of 10 feet upstream and 10 feet downstream from the top of the trench excavation. Place rip rap across creek bottom, across creek tanks and extend rip rap placement five feet beyond the top of each creek bank.
- 3) Preparation of Foundations: The ground surface upon which the rip rap is to be placed shall be brought in reasonably close conformity to the correct lines and grades before placement is commenced. Where filling of depressions is required, the new material shall be compacted with hand or mechanical tampers. Unless at creek banks or otherwise shown or specified, rip rap shall begin in a toe ditch constructed in original ground around the toe of the fill or the cut slope. The toe ditch shall be two feet deep in original ground, and the side next to the fill or cut shall have that same slope. After the rip rap is placed, the toe ditch shall be backfilled and the excess dirt spread neatly within the construction easement.
- 4) Placement of Filter Fabric: The surface to receive fabric shall be prepared to a relatively smooth condition free from obstructions, depressions and debris. The fabric shall be placed with the long dimension running up the slope and shall be placed to provide a minimum number of overlaps. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. The filter fabric shall be anchored in place with securing pins of the type recommended by the fabric manufacturer. Pins shall be placed on or within 3-inches of the centerline of the overlap. The fabric shall be placed so that the upstream strip overlaps the downstream strip. The fabric shall be placed loosely so as to give and therefore avoid stretching and tearing during placement of the stones. The stones shall be dropped no more than three feet during construction. The fabric shall be protected at all times during construction. The fabric

shall be protected at all times during construction from clogging due to clay, silts, chemicals or other contaminants. Any contaminated fabric or any fabric damaged during its installation or during placement of rip rap shall be removed and replaced with uncontaminated and undamaged fabric at no expense to the Owner.

- 5) Placement of Rip Rap: The rip rap shall be placed on a 6-inch layer of soil, crushed stone or sand overlaying the filter fabric. This 6-inch layer shall be placed to maximize the contact between the soil beneath the filter fabric and the filter fabric. Rip rap shall be placed with its top elevation conforming with the natural slope of the stream bank and stream bottom.
 - a) Stone Rip Rap: Stone rip rap shall be dumped into place to form a uniform surface and to the thickness specified on the Drawings. The thickness tolerance for the course shall be 6-inches and +12-inches. If the Drawings or Bid do not specify a thickness, the course shall be placed to a thickness of not less than 18-inches.
 - b) Sand-Cement Bag Rip Rap: The bags shall be uniformly filled to the maximum capacity which will permit satisfactory tying. The bagged rip rap shall be placed by hand with the tied ends facing the same direction, with close, broken joints. When directed by the Engineer or required by the Drawings, header courses shall be placed. After placing, the bags shall be rammed or packed against one another to produce the required thickness and form a consolidated mass. The top of each bag shall not vary more than 3-inches above or below the required plane.
- 6) Gabions:
 - a) Where, in the opinion of the Engineer, the slope of the banks of the stream is too steep to support rip rap, gabions shall be provided in lieu of rip rap.
 - b) Gabions shall be assembled according to the manufacturer's recommendations. Laterally adjoining gabions shall be wired together by vertical edges. Vertically adjoining gabions shall be wired together along the front and back edges. Rip rap size for gabion construction shall be large enough not to fall out of gabions, but small enough to form three layers. Gabions shall be placed over a 6-inch layer of soil, crushed stone or sand overlaying a filter fabric. This 6-inch layer shall be placed to maximize the contact between the soil beneath the filter fabric and filter fabric.

SECTION 8
Measurement and Payment

8-01 SCOPE:

This section describes the measurement and payment for work to be done under the items listed in the bid.

8-02 MEASUREMENT AND PAYMENT:

Items of work will be paid for as listed in the bid and as described herein. Each unit price or lump sum amount shall include all labor, materials, tools, equipment, transportation, bailing, shoring, removal, overhead, profit, insurance, taxes and all other costs necessary for complete installation and/or proper operation. No additional compensation will be considered, except for extensions of unit price quantities beyond those shown in the bid or for work classified as extra work or changes. Payment will not be made for work considered incomplete or unsatisfactory by the Owner.

A. Storm Sewer Lines:

- 1) Pipe will be paid for at the unit price per linear foot for pipe of various materials, types and sizes measured from center to center of catch basins and for various depths of cut measured on the centerline of the trench from the invert of the pipe to the ground surface. The price shall include clearing, grubbing, erosion control, unclassified excavation, material laying, Class "D", Class "C" or Class "B" bedding, where specified, alternate pipe bedding material, jointing, backfill, testing, grassing and all other work required for the satisfactory installation of pipe, except for cutting and replacing pavement, angular material for pipe stabilization, classified excavation and other items that may be listed in the bid.
- 2) Catch Basins will be paid for at the unit price each. The price shall include the cost of necessary excavation, backfill, stone bedding, castings, steps, frames and covers, testing and incidental work required for satisfactory installation.
- 3) Additional Depth of Catch Basins will be paid for at the unit price per foot measured from a point 4 feet above the invert of the pipe to the bottom of the frame, and shall include the cost of necessary excavation and incidental work necessary of complete installation.
- 4) Angular Material for Pipe Stabilization where required by field conditions will be paid for at the unit price per ton, and shall include all angular material required to replace unsuitable foundation material below the theoretical bottom of the trench line. The price shall include the cost of angular material and labor for placing and spreading in the trench.

- 5) Cutting and Replacing Pavement will be paid for at the unit price per linear foot of the various types, and shall include all cost of cutting and removing pavement and replacing base, both aggregate and concrete where necessary, and pavement. Existing bituminous surfacing shall be replaced with asphalt pavement. Payment will be made only where the centerline location of the pipe is in the pavement as shown by the station numbers noted on the plans.
- 6) Resurfacing of roadways shall be paid for at the unit price per square yard of asphalt placed and is to include all road preparation, furnishing and placing asphalt, compaction to a depth of 1 ½ inches, clean up and all other work required for a complete and proper installation.
- 7) Classified Excavation will be paid for at the unit price per cubic yard for pipelines, measured on the basis of the trench width equal to the O. D. of the pipe barrel plus 16 inches, and the depth of solid rock to a point 6 inches below grade. Minimum width for payment shall be 2 feet. Price shall include rock removal from site, backfilling with select materials and any other associated costs.
- 8) Tie-Ins to Existing Catch Basins will be paid per occurrence and include all work necessary to excavate, break into existing catch basin, rebuild invert, regrout walls and other incidental work necessary for satisfactory connection to the existing system.

SECTION 9

Warranty

9-01 GENERAL WARRANTY FOR ONE YEAR AFTER COMPLETION:

For a period of at least one year after the presiding sewer district's final inspection, the Contractor warrants the fitness and soundness of all work done and materials and equipment put in place under the contract and neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified.

A second inspection will be conducted 10 months after the date of acceptance of the project. The Owner will be notified of observed defects after the "10-month" inspection is conducted. The contractor will correct any defects prior to the expiration of the one-year warranty.

- A. If in fulfilling the requirements of the contract or of any guarantee embraced therein or required thereby, the Contractor disturbs any work guaranteed under another contract, he 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 such other contract.
- B. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.
- C. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

9-02 MAINTENANCE:

In addition to the guarantee stipulated in the Contract, each Contractor shall fully maintain all work performed under his contract for sixty (60) days after final completion and acceptance of the work. The retained percentage of contract payments shall not be due until after the 60 days maintenance period, except that the Owner may at his discretion release such retainer earlier.

EXHIBIT B
INSURANCE REQUIREMENTS

CONTRACTOR INSURANCE REQUIREMENTS

Contractor shall provide, pay for and maintain in full force and effect, all insurance outlined herein with limits of liability not less than the limits of liability shown covering Contractor's activities, those of any subcontractors or anyone directly or employed by any of them, or by anyone for whose acts any of them might be liable.

Insurer Qualifications

All insurance should be provided through insurance companies authorized to do business in South Carolina with an A M Best's Rating of no less than A and shall be approved by and acceptable to Owner.

Certificates of Insurance

Prior to execution of Contract and commencing Work, Contractor's insurer shall provide to Owner a Certificate of Insurance issued by an authorized representative of its insurer certifying that the insurance as required in this Exhibit is in full force and effect. Certificates should be sent via fax or mail to the following:

Risk Coordinator
City of Spartanburg
P. O. Box 1749
Spartanburg, SC 29304
Fax:# 864-596-2365
Email: cwright@cityofspartanburg.org

The original of the Certificate is to be sent as well. The Certificate shall include a statement that the policies will not be canceled or non-renewed without 30 days advance written notice to Owner.

Primary Insurance

All insurance coverage required of the Contractor shall be primary over any in-surance or self insurance carried by City of Spartanburg.

Duration of Coverage

All required insurance coverage shall be maintained without interruption during the entire term of the Contract plus an additional 3 years for Products and Completed Operations Coverage following final acceptance of the Work by Owner.

Subcontractor's Insurance

The Contractor shall require any Subcontractor to purchase and maintain insurance of same types and limits required herein.

Waiver of Subrogation

The Contractor shall require all policies of insurance as required herein to be en-dorsed to provide that the insurance company shall waive all of its right of recovery or subrogation against Owner. The Contractor shall require similar waivers from any Sub-contractors.

Additional Insured

The Contractor's insurance policies as required herein with the exception of Workers Compensation shall be endorsed to name Owner as an additional insured.

Insurance Coverage and Limits

Workers' Compensation: The Contractor shall provide and maintain Workers Compensation insurance in each jurisdiction in which the Work is located.

Limits:

Coverage A – State Statutory Benefits	
Coverage B - Employers Liability	\$1,000,000

Specific Coverage:

- United States Longshoremen and Harbor Workers Act
- Coverage endorsement must be provided if any work is to be performed on or around navigable water.

Automobile Liability: Contractor shall provide and maintain Business Auto

Liability insurance covering bodily injury and/or property damage liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Limits:

Combined Single Limit Each Accident:	\$1,000,000
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Commercial General Liability: Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on be-

half of Contractor on an occurrence basis against claims for bodily injury, personal in-jury, and/or property damage (including loss of use).

Limits:

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

Specific Coverage:

Occurrence Form
Blanket Contractual Liability
Underground Explosion and Collapse

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

Limits:

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

Specific Coverage:

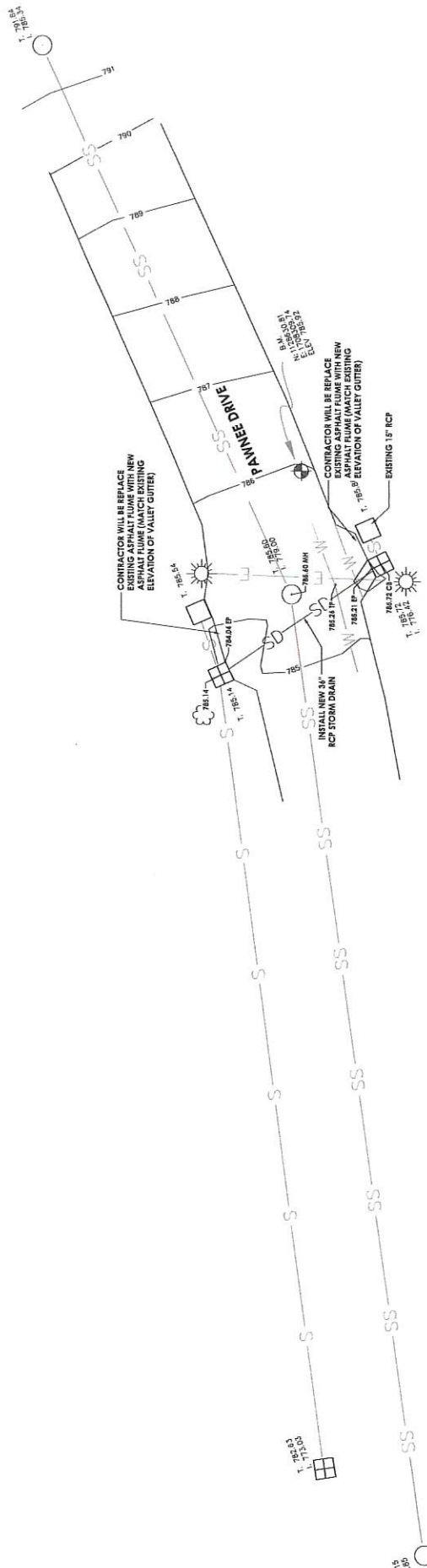
Blanket Contractual Liability
Follow Form Primary

Builder's Risk Insurance: If Owner provides Builder's Risk Insurance, Con-tractor is responsible for its pro-rata share of the \$ _____ dollar deductible.

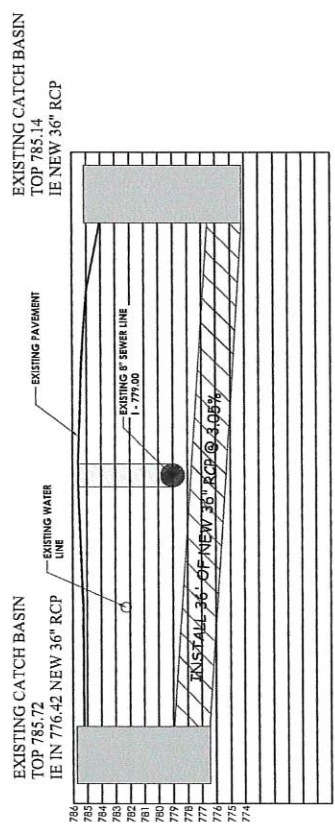
Other Insurance: Any other insurance as specified by Owner in the Contract Documents.

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

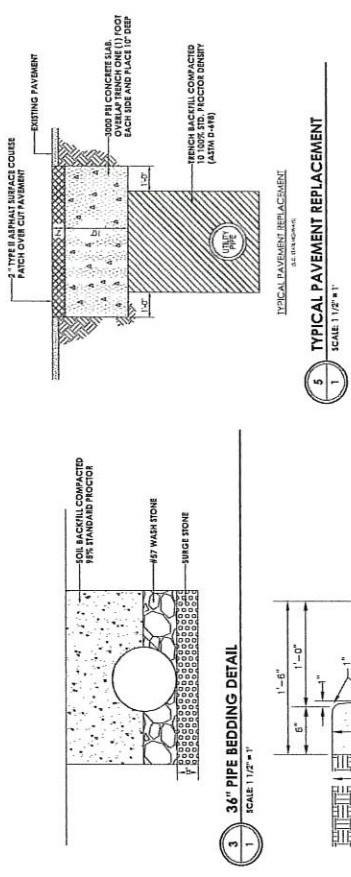
EXHIBIT A-2 DRAWINGS



1 PAWNEE DRIVE LAYOUT PLAN
SCALE 1" = 40'



2 PAWNEE DRIVE PROFILE PLAN
SCALE 1/4" = 1'



4 CURB & GUTTER SECTION
SCALE 1/2" = 1'

		PROJECT NO. 1401200 DWG. NO. 1
CITY OF SPARTANBURG PUBLIC SERVICES		
PROPOSED REPLACEMENT OF SEWER LINE WITH 36" RCP ON PAWNEE DRIVE		
Drawn By: AG	Checked By: TP	Date: 03/21/2018
App'd By: JS	Date:	

EXHIBIT A-3

Procurement & Property Division



Request for Proposal

Construction Services for Pawnee Drive Culvert Project.

Proposal No. 1718-04-10-01

(Show this number on envelope and all correspondence)

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

number shown above in compliance with the description(s) and specifications (s) for the following:
Bidder will supply materials and labor for the following fixed price:

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

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

Total Price _____

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

SIGNATURE OF PROPOSALER'S REPRESENTATIVE

Name & Title: _____

Date: _____

EXHIBIT C

South Carolina's Immigration Reform Act

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

_____ 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 (Subcontractor, etc.)

By _____

Its _____

Date _____

EXHIBIT D



BUSINESS LICENSE APPLICATION

Business Licenses expire December 31st each year.

PO Drawer 1749 | 145 W Broad St | Spartanburg, SC 29304

Phone: (864) 596-2055 Fax: (864) 596-2424

For Calendar Year

License Number (office use only):

1. Location Information (If business is located outside City limits, write OUTSIDE):

Physical street address: _____

Phone: _____ email: _____

3. Describe business activity: _____

4. NAICS code (required; see back): _____ **5. Rate Class** (office use only): _____

2. Mailing Information:

Legal/Organization name: _____

DBA/name on signs: _____

Mailing address: _____

6. Applying for:

New (Open ___/___/___) Renewal Closed (___/___/___)

7. Ownership:

Individual Partnership Corporation Other: _____

Minority/woman owned: No Yes

8. Federal Employer Identification Number or Social Security Number: _____

9. Will alcoholic beverages be served/consumed on site? No Yes (If yes, owner must first complete background check with Spartanburg Public Safety Dept.)

10. Gross Revenue (Choose one section only; a, b, or c. Nonresident businesses report gross revenue earned within the City limits only):

a. New Business

1. Total estimated gross revenue for the balance of the year ending December 31st (Round up to a whole thousand) a.1. \$ _____

b. Second Year Business (First time renewing; Line 9.b.1. adjusts overestimated or underestimated revenue from last year)

1. Actual gross revenue from last year: _____ - estimated revenue from last year: _____ = b.1. _____ (indicate + or -)

2. **Resident business only:** Allowable ordinance deductions from last year, if applies (see back). b.2. - _____

3. **Resident business:** use annualized gross revenue from last year (see back); **Nonresident business:** use actual. b.3. + _____

4. Total adjusted gross revenue (Line b.3. minus Line b.2. plus or minus Line b.1. Round up to a whole thousand). b.4. \$ _____

c. Established Business or Nonresident Contractor

1. Gross revenue from last calendar year (or YTD City revenue for Nonresident Contractor). c.1. _____

2. **Resident business only:** Allowable ordinance deductions from last year, if applies (see back). c.2. - _____

3. Total adjusted gross revenue (Line c.1. minus Line c.2. Round up to a whole thousand). c.3. \$ _____

11. Calculation of fee (New Businesses call for Additional Fee and Base Fee amounts):

a. Base Fee: Covers the first \$2,000 in gross revenue. All businesses must pay at least the Base Fee. \$ _____ Base a. \$ _____
 Add'l Fee: Per \$1,000 in gross revenue. **Multiply final amount on line 11.b by the Add'l Fee.**

b. Total revenue from Section 10: _____ - \$2,000 = _____ ÷ 1,000 = X \$ _____ Add'l b. + _____

c. Subtotal: c. = _____

d. Penalties: Operation without a current license (see back). **Minimum is \$25.00.** Add 11.a. and 11.b and multiply by: _____ % d. + _____

e. Total Due: Add 11.a., 11.c., and 11.d. e. = _____

12. Commercial Property class only: Include rental property street address and Tax Map Number (attach list if needed):

Address: _____ Tax Map #: _____

13. Name, title, and ID for each owner/partner/officer (everyone authorized to make license changes/access financial information; attach list if needed):

Name: _____ Title: _____ State: _____ DL or ID #: _____

Name: _____ Title: _____ State: _____ DL or ID #: _____

This is to certify the above is a true statement of the business done or transacted at or through the above location. The information reported corresponds with the books and records of the business and with the report of same filed, or to be filed, for the corresponding period with the SC DEPARTMENT OF REVENUE or INSURANCE COMMISSIONER and with the US INTERNAL REVENUE SERVICE. The exact amount returned as TOTAL GROSS REVENUE from this business or profession as reported herein is true and correct. I am familiar with the City ordinance providing for penalties and revocation of this license for making false or fraudulent statements in this application. The books of this business are available for inspection by authorized agent of the City. The issuance of a business license is conditional upon compliance with the ordinances of the City of Spartanburg and failure to so comply may result in revocation of the license in addition to other remedies.

Printed Name _____ Phone _____ Signature of preparer _____ Date _____