

Bid Package
For

LEAD PAINT REMOVAL AND NEW PAINT APPLICATION

CITY OF SPARTANBURG

November 17, 2021

Proposal No. 2122-12-07-01

TABLE OF CONTENTS

Section

Invitation to Bid.....

Proposal with Liquidated Damages.....

Information for Bidders.....

Noncollusion Affidavit of Prime Bidder.....

Statement of Bidder's Qualifications.....

Certification of Non-segregated Facilities.....

City Business License.....

Exhibit List

- *Exhibit A - Scope of Work*
- *Exhibit A-1 Specifications/Provisions*
- *Exhibit A-2 Illustrations*
- *Exhibit A-3- Bid Sheet*
- *Exhibit B - Insurance Requirements*
- *Exhibit C - S.C. Immigration Reform Act Form*

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

Legal Notice
Request for Proposal for
LEAD PAINT REMOVAL AND NEW PAINT APPLICATION

November 17, 2021

NOTICE IS HEREBY GIVEN – The City of Spartanburg is issuing Request for Proposal (RFP) to contractors with sufficient experience in the removal and disposal of existing lead based paint and the application of new paint application onto an existing train over pass. In addition, contractor will also be responsible for all applicable permits, traffic control, and detour routes.

The existing overpass is located over South Church Street, U.S. 221, between Burke Avenue and League Street near the City limits of Spartanburg.

Proposal No: 2122-12-07-01

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

Submit two (2) complete copies of the firm's Proposal Statement

- Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the Bid.
- Project will require contractor to provide Payment and Performance Bonds for 100% for contract value.
- Project duration shall be 120 day from the Notice to Proceed for base bid.
- Liquidated damages shall be for \$ 300.00 per day for days late.

Complete proposal package will be available at www.cityofspartanburg.org by following the links for Invitations for bids.

A Mandatory Pre-bid will take place on **November 30, 2021** at 10:00 AM at the site.

Drawings and Specifications may be purchased from Imaging Technologies 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

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, December 7, 2021**, no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

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

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

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at www.cityofspartanburg.org by following the links for Invitations for bids. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped : **Proposal No: 2122-12-07-01**

**PROPOSAL FOR
LEAD PAINT REMOVAL AND NEW PAINT APPLICATION
CITY OF SPARTANBURG**

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 accompanying this proposal to the Owner as liquidated damages caused by such failure.

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

In case of error in extension, the unit price shall govern rather than the amount. For lump sum items, the individual amounts shall govern the total of the bid in case of discrepancy.

The Owner may delete from the contract any or all of the alternates listed in the bid form.

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

Bidder acknowledges receipt of the following Addenda:

Addenda Received: No. _____

Date _____

The undersigned further agrees that in case of failure on his part to execute the said contract and bonds within 10 consecutive calendar days after written notice has been given of the award of the contract, the check and/or bid bond accompanying this bid and the monies payable thereon will be paid into the funds of the Owner as liquidated damages for such failure; otherwise, said check or bid bond will be returned to the undersigned.

The bidder further purposes and agrees hereby to commence the work with adequate forces and equipment within 10 days after being notified by the Owner or Engineer to proceed, and to complete the work within the specified time.

ATTACHED HERETO is a certified check on the _____
_____ **Bank of** _____ **and/or bid bond**
with the _____ **Company for the sum of** _____
Dollars (_____ **), made payable to the Owner as a bid guarantee.**

The attached completed and executed Debarred Firms certification is hereby made a part of this bid.

Address:

_____ **Firm** _____

_____ **By** _____ **(L.S.)**

Title _____

(SEAL is bid is by a corporation)

INFORMATION FOR BIDDERS

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

1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as **BID for LEAD PAINT REMOVAL AND NEW PAINT APPLICATION**,

- a) 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 foregoing 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 _____

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

The City of Spartanburg is issuing Request for Proposal (RFP) to contractors with sufficient experience in the removal and disposal of existing lead based paint and the application of new paint application onto an existing train over pass. In addition, contractor will also be responsible for all applicable permits, traffic control, and detour routes.

The existing overpass is located over South Church Street, U.S. 221, between Burke Avenue and League Street near the City limits of Spartanburg.

WORK TO BE COMPLETED IN 30 DAYS.

**EXHIBIT A-1
SPECIFICATIONS**

LEAD PAINT REMOVAL AND NEW PAINT

APPLICATION DESCRIPTION

This specification describes the removal and disposal of existing lead based paint and the application of new paint application onto an existing train over pass. In addition contractor will also be responsible for cleaning three existing concrete abutments to allow for the safe application of corresponding paint. The rough dimensions of the steel girder that contains the lead paint is ninety feet long by three feet high, each approach would need to be remediated, north side & south side of the over pass. The existing overpass is located over South Church, U.S. 221, between Burke Avenue and League Street near the City limits of Spartanburg. Contractor will be responsible for applicable permits and traffic control.

The services shall include cleaning and painting the exterior surfaces of the superstructure structural steel as shown in the plans included as an attachment to this Scope of Services.

The services shall also include reestablishing the road clearance height to both the north and south side of the overpass.

1. It is the Contractor's responsibility to perform all work in a manner that prevents damage to any underground utilities or underground facilities that exist within the limits of the CFRC. The contractor shall take all necessary precautions to prevent any damage to any utilities or underground facilities within the work area.

2. It is the Contractor's responsibility to maintain traffic throughout the duration of the project. The Contractor shall be responsible for preparing, and submitting to CSX for review, comment and approval, Temporary Traffic Control plans to maintain traffic in accordance with the requirements in the plans.

3. It is the Contractor's responsibility to establish work windows that do not interfere with the train traffic. No work can be performed on the bridge while trains are traveling on the bridge. It is the Contractor's responsibility to obtain the current train schedules from CSX and not perform work on the bridge when train traffic is passing.

4. The Contractor shall complete all painting and sign removal/sign installation. Contractor shall NOT be permitted on the bridge at any time during the project.

Submittals:

- A. Product Data: The contractor shall submit the manufacture's product information, specifications, and installation instructions for paint and primer.**
- B. Contractor will submit the process for the lead paint removal and disposal.**
- C. Contractor will submit a mockup of a panel with the pre-approved color for review by board.**



PAINTING OF EXISTING BRIDGE SURFACES FOR AESTHETICS
(BY AN OUTSIDE ENTITY)

- 1.0 Description.** This Section provides the requirements for surface preparation and painting for use by an organization or an “Entity” outside of CSX that seeks to paint specific surfaces of existing CSX bridge structures (i.e. exterior fascia girders or other highly visible areas) to improve the aesthetics.
- A. CAUTION: The existing coating system on some CSX bridge structures contains lead containing materials. The Entity performing the work shall conduct testing on its own using industry-recognized sampling and analytical test methods to determine actual lead concentrations in the paint being disturbed. If lead is present, the Entity shall review and comply with all requirements specified herein and all CSX, federal (including Federal Railroad Administration), state, and local requirements for worker protection, environmental protection, protection of the public and surrounding properties, and hazardous-waste management/disposal for the duration of the project. If the requirements of regulations are more stringent than the requirements specified herein, compliance with the regulatory requirements should take priority.
- 2.0 Materials.** The coating system to be applied shall be in accordance with Part 5.0 of this Section. The products of one coating system from a single manufacturer shall be used for the painting work. Do not mix coating systems or products of different manufacturers.
- 3.0 Reference Standards.** The most current edition of the following reference standards form a part of this Section:
- A. American Society of Testing Materials (ASTM)
1. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
- B. CSX Requirements
1. Safety Requirements
 2. FRA On-Track Worker Safety Program
 3. eRail-Safe
- C. Code of Federal Regulations (CFR)
1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
 2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
 3. Any other CFR regs that cover lead and asbestos?
- D. Society for Protective Coatings (SSPC) and National Association of Corrosion Engineers (NACE)
1. SSPC-SP 1, Solvent Cleaning



2. SSPC-SP 3, Power Tool Cleaning
 3. SSPC-SP WJ-4/NACE WJ-4, Water-jet Cleaning of Metals – Light Cleaning
 4. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
 5. SSPC-PA 2, Procedure for Determining Conformance to Dry Coating Thickness Requirements
 6. SSPC - Guide 6, Guide for Containing Debris Generated During Paint Removal Operations
 7. SSPC - Guide 7, Guide for the Disposal of Lead Contaminated Surface Preparation Debris
- E. Equipment and Coating Manufacturer Published Instructions

4.0 Surface Preparation: Surface preparation work shall be performed in accordance with the following:

- A. Ambient Conditions. Do not complete final surface preparation under damp environmental conditions such as during rain or fog, or when the surface temperature is less than 5°F greater than the dew point temperature of the surrounding air
- B. Protective Coverings. Install protective coverings, shields, or masking as necessary to protect all bridge and adjacent surfaces that are not designated to receive surface preparation or coating application. Containment requirements for the control of cleaning and paint application debris are described in 10.0.
 1. Maintain protective coverings during the entire period that the work is being performed, and remove upon completion of work.
- C. General Surface Cleaning. Use pressurized water cleaning at 3,500 to 5,000 psi over the entire surface in accordance with SSPC SP-WJ 4/NACE WJ 4 to remove dirt, chalk, grease, oil, loose coating, and other interference material. As an alternative to pressure washing, solvent cleaning in accordance with SSPC-SP 1 or manual scrubbing with stiff non-metallic bristle brushes and water may be used to achieve the same degree of cleanliness. Add detergents, as required, in order to thoroughly clean the surface. If mildew is present, add bleach to mitigate the mildew. See Parts 7.0 through 10.0 for collection and control of project waste and debris.
- D. Power Tool Cleaning. Supplement the above General Surface Cleaning methods by hand and power tool cleaning to remove all remaining loose rust, loose mill scale, and loose paint in accordance with SSPC-SP 2 and SP 3, respectively. Verify that the edges of the existing coating surrounding the areas is adherent by probing the edge with a dull putty knife.



- E. Surface Roughening. If required by the coating manufacturer, remove the gloss from the existing coating and superficially roughen the entire surface by manual or power sanding with a finely graded sandpaper to assure proper adhesion of the newly applied coating material.
- F. Removal of Residues. Remove all surface preparation residues (dirt, dust, etc.) from the surfaces by vacuuming, brushing, or blowing off with clean, dry compressed air. Do not use compressed air for blow down of coatings containing lead. Clean by vacuuming according to 4.0 G.
- G. Vacuum Shrouding and High Efficiency Particulate Air (HEPA) Filtration. If lead concentrations are present in the existing coatings, remove surface residues by HEPA vacuuming.
- H. Coating Application. Apply coatings within 12 hours after preparation and prior to the formation of rusting or deposition of contamination. If rusting or contamination of the surface occurs, restore the surface to the specified degree of cleaning.

5.0 Coating System: Use one of the following paint systems for field overcoating.

MANUFACTURER	FIRST COAT (DFT MILS)	SECOND COAT (DFT MILS)	THIRD COAT (DFT MILS)	TOTAL DFT (MILS)
Carboline	Rustbond Penetrating Sealer (1.0 to 2.0)	Carboacrylic 3359 (3.0 to 4.0)	Carboacrylic 3359 (3.0 to 4.0)	7.0 to 10.0
International Paint	Pre-Prime 167 Penetrating Sealer (1.0 to 1.5)	Devacryl 1440 (2.0 to 3.0)	Devacryl 1440 (2.0 to 3.0)	5.0 to 7.5
PPG-Ameron	Amerlock Sealer (1.0 to 2.0)	Amercoat 220P (2.0 to 3.0)	Amercoat 220P (2.0 to 3.0)	5.0 to 8.0
Sherwin Williams	Macropoxy 920 Pre-Prime (1.5 to 2.0)	Sher-Cryl HPA (2.5 to 4.0)	Sher-Cryl HPA (2.5 to 4.0)	6.5 to 10.0

- A. Technical Information: Maintain copies of the manufacturer's product data sheets, application instructions and material safety data sheets on the job-site at all times.
- B. Color. The finish coat color shall match the color of the existing finish coat on the bridge.
- C. Shelf Life. Do not use coatings with an expired shelf life.
- D. Mixing and Thinning. Mix and thin the coatings in accordance with the manufacturer's technical product information. Confirm that the thinned coating complies with local, state, and Federal VOC requirements.

6.0 Coating Application. Coating application shall be performed in accordance with the manufacturer's product data sheet and as follows:



- A. Application Conditions. Coatings shall be applied and dried in accordance with the environmental conditions (air and surface temperatures, relative humidity, and dew point limits) specified on the coating manufacturer's product data sheet. The surface of the steel shall be dry when the paint is applied. Dry times between coats shall be in accordance with the manufacturer's instructions based on the prevailing ambient conditions.
- B. Dry Film Thickness. The dry film thickness of each coat shall be measured using a magnetic dry film thickness gage to ensure compliance with the dry film thickness listed in Part 5.0 of this Section. Comply with the manufacturer's instructions and SSPC-PA 2 for the adjustment and use of the gages.
 - 1. Areas of insufficient thickness shall receive additional coating. Excessive coating thickness shall be examined for cracking, peeling, lifting, or loss of adhesion, etc. If any of these defects occur, the defective areas shall be repaired in accordance with this Section.
- C. Film Continuity. The applied coating shall be smooth and free of skips, misses, shadow-through, overspray, dry spray, runs, sags, and other film defects. Defective areas shall be repaired in accordance with this Section.
- D. Coating Coverage. Pay special attention during application of each coat to assure complete coverage in crevices, on welds, edges, and in hard to reach areas and irregular surfaces such as back-to-back angles, bolts, nuts, etc.
- E. Touch-Up Repair of Damaged or Unacceptable Coating. If damage to the newly applied coating occurs or is otherwise unacceptable, remove to defective coating by power tool cleaning, and solvent clean/wash to remove surface debris. Re-apply the coating system specified herein in accordance with this Section and as follows:
 - 1. When the original substrate is exposed in the repair area, apply all coats of the system to the specified thickness.
 - 2. When the damage does not extend to the original substrate, apply only the affected coats.
 - 3. Maintain the thickness of the system in overlap areas within the specified total thickness tolerances.

7.0 Waste Handling and Control. Collect, handle, store, and transport and dispose of all project waste in accordance with CSX, local, State, and Federal requirements.

- A. Waste Containing Lead. Keep all waste containing lead in the vacuum containers attached to the vacuum shrouded power tools. Vacuum all debris from the ground covers using High Efficiency Particulate Air (HEPA) filtration vacuum equipment.
- B. If water cleaning methods are used when the existing coatings contain lead, collect, containerize, and properly dispose of all waste water.



- 8.0 Worker Protection.** Comply with all CSX, local, OSHA, State, and Federal, including Federal Railroad Administration, requirements for worker protection and safety from exposure to all jobsite hazards, including exposure to lead.
- A. Use items such as ribbons, barricades, and/or signs around the perimeter of the work area to prevent access by unauthorized personnel and/or the general public.
 - B. Notify CSX immediately at 1-800-232-0144 in the event that any persons, including workers, sustain an injury of any kind at the jobsite or associated with the work.
- 9.0 Environmental Protection.** Protect the environment from exposure to project dust and debris, lead and other hazardous substances in accordance with CSX, State and Federal, including Federal Railroad Administration requirements.
- A. Do not allow visible emissions to escape the work area.
 - B. If any release or spill occurs as a result of work activities, immediately notify CSX at 1-800-232-0144.
 - C. Conduct all necessary cleaning and remediation of any release or spill.
- 10.0 Containment.** Install containment in the work area to prevent dust and surface preparation debris from escaping the work area.
- A. Pressure Washing
 - 1. When lead is present in the paint, use water impermeable ground covers to capture all water and paint removal debris for proper disposal. When lead is not present, mesh ground coverings are acceptable to collect the paint chips, while allowing the water to pass through.
 - B. Vacuum Shrouding and Ground Covers. When power tool cleaning, use power tools equipped with vacuum shrouding with HEPA filtration where feasible to reduce worker exposures and better control emissions. Install ground covers, even when vacuum shrouds are used, to capture dislodged particulate. Extend covers as far around the work area as necessary to capture the debris.
 - 1. Vacuum chips from the ground covers at the end of each day of work. If dust or debris escape the ground covers, perform immediate clean-up using HEPA filtered vacuum equipment.
 - C. Protect any drain systems, streams, or other bodies of water from entrance of any paint chips or painting debris, including water from pressure washing if lead or toxic metals are present.
 - D. Maintain all protective coverings and containment materials during the entire period that work is being performed. Remove all coverings and materials upon completion of work.



October 25, 2021

City of Spartanburg
145 West Broad Street
Spartanburg, South Carolina 29306

Attention: Jay Squires

Reference: **Lead-Based Paint Testing Report**
South Church Street - Train Overpass
Spartanburg, South Carolina
S&ME Project No. 219634

Dear Mr. Squires:

S&ME, Inc. (S&ME) is pleased to provide this report summarizing the lead-based paint testing we performed on October 20, 2021. Our services were performed in general accordance with S&ME Proposal No. 219634 dated October 19, 2021. The following sections include the project background, testing procedures, findings and results, and conclusions and recommendations.

◆ Project Background

S&ME was contracted by the City of Spartanburg to perform lead-based paint testing on of the train overpass located over South Church Street in Spartanburg, South Carolina. The testing was subsequently performed on October 20, 2021, by Anna Deal (S&ME). The purpose of the lead-based paint testing is to identify and provide recommendations to properly treat lead-based paint associated with the referenced components.

◆ Procedures

Lead-based paint testing was performed on the painted surfaces that were accessible during the site visit. At the time of assessment, the eastern portion of the overpass was the safest to access due to traffic hazards.

The painted surfaces were analyzed in-situ with a Heuresis X-Ray Fluorescence (XRF) spectrum analyzer. The painted finishes were selected based on the color of the topcoat and the underlying paint layers and/or the substrate on which it was applied. The EPA defines lead-based paint as coatings containing lead in concentrations 1.0 mg/cm² or greater by XRF testing. SCDHEC, Health Division defines lead-based paint as a coating containing lead in quantities greater than or equal to 0.7 mg/ cm². Any coated surfaces meeting or exceeding the SCDHEC limit of 0.7 mg/ cm² are considered lead-based paint for the purpose of this assessment.

OSHA does not recognize a threshold level of lead for definition purposes, only the presence or absence of lead. The current OSHA regulations recognize an airborne action level of thirty micrograms of lead per cubic meter of air (30 µg/m³) during an eight-hour day and a permissible exposure level of fifty micrograms per cubic meter (50 µg/m³).



◆ Findings and Results

Of the representative suspect painted components tested on October 20, 2021, the following paint contained a lead concentration meeting the SCDHEC disposal limit of 0.7 mg/cm² via XRF technology and is considered to be an LBP:

- gray paint on the metal girth.

The summary of XRF lead analyzer readings is provided in Attachment I.

◆ Limitations

Due to limited access because of traffic safety concerns, the testing was limited to the representative painted substrates on the eastern portion of the metal girth. The black lettering was not tested due to the location over on-going traffic. This report is provided for the sole use of the client. Use of this report by any other parties will be at such party's sole risk and S&ME disclaims liability for any such use or reliance by third parties. The results presented in this report are indicative of conditions only during the time of the sampling and of the specific areas referenced.

◆ Conclusions and Recommendations

The gray paint on the metal girth was identified as lead-based paint.

If any of the metal components containing LBP are removed, S&ME recommends that these materials be recycled at a facility that accepts these materials. Destructive actions to paint containing detectable levels of lead (e.g. paint preparation, component removal, demolition, sanding, grinding, burning, etc.) may require the contractor comply with the standards of the OSHA regulations 29 CFR 1926.62 (Lead in Construction), including but not to training, initial exposure monitoring, the use of personal protective equipment, and medical surveillance. The determination of OSHA applicability is the responsibility of the contractor and dependent upon the paint condition and the planned treatment of the finishes.

Additionally, paint coatings may be present that may contain low levels of lead that cannot be detected by X-ray fluorescence which may be applicable to OSHA regulation 29 CFR 1926.62 (Lead in Construction). The quantities reported by XRF may be useful in determining the relative risk associated with various demolition tasks, i.e. the lower the level of lead found in the paint, the less likely disturbance will result in exposure in excess of the OSHA Action Limit.

The client is advised that OSHA does not recognize a threshold level of lead for definition purposes, only the presence or absence of lead. Consequently, the OSHA regulations governing worker protection for lead-based paint may apply to work practices including the disturbance of paint systems with detectable levels of lead. Destructive actions (sanding, burning, demolition, component removal, paint preparation) to the lead-containing paint surfaces will require the contractor comply with the standards of OSHA, including but not limited to initial exposure monitoring, the use of personal protective equipment, and medical surveillance.



◆ **Closing**

S&ME appreciates the opportunity to provide the City of Spartanburg with our lead-based paint testing services. If you have any questions concerning the results, please contact us at (864) 574-2360.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink that reads "Anna Deal".

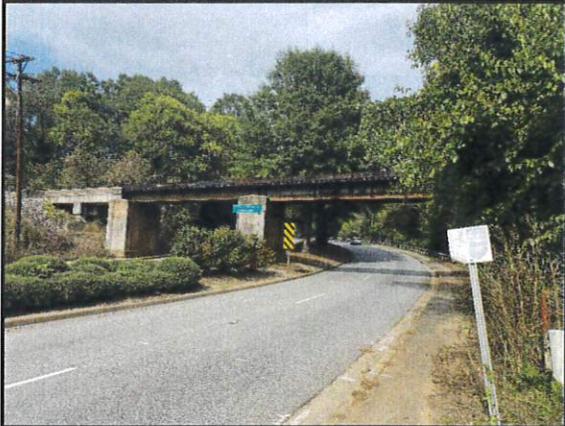
Anna Deal, MPH, CIH
Industrial Hygienist

A handwritten signature in blue ink that reads "Sherman Woodson".

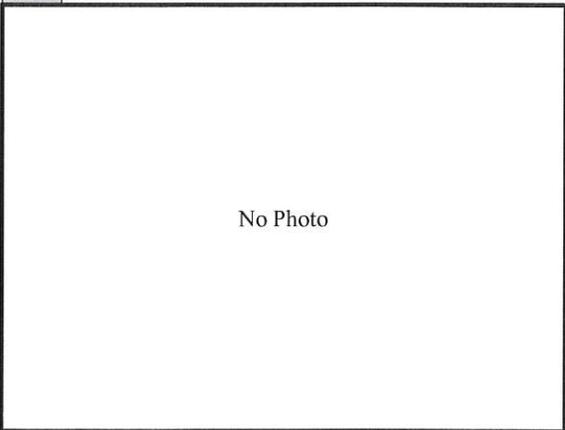
Sherman Woodson, CIH, CSP
Senior Industrial Hygienist

Attachments

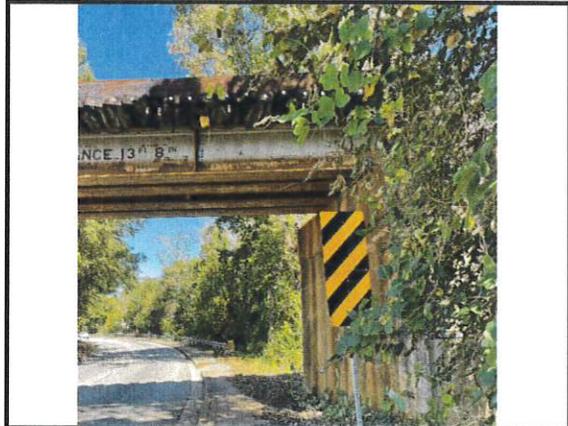
Attachment



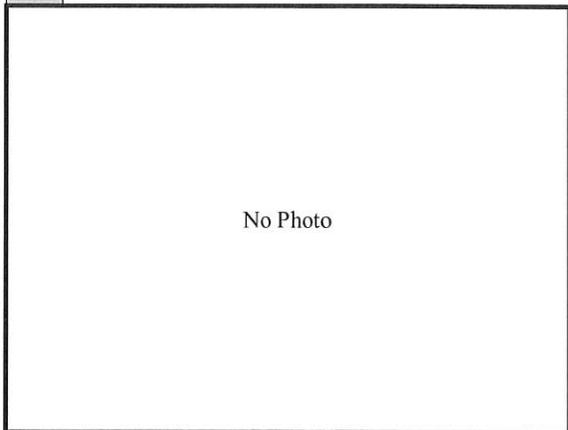
1 General view of the South Church Street train overpass



3



2 Gray paint on metal girder



4

	Train Overpass South Church Street Spartanburg, South Carolina	S&ME Project # 219634	
		Taken by: Anna Deal	Date Taken: 10/20/2021

Attachment I – Summary of XRF Lead Analyzer Readings

Summary of XRF Spectrum Lead Analyzer Readings
 Train Overpass South Church Street
 Spartanburg, South Carolina



SE Project No. 219634
 Date of Testing: October 20, 2021

XLN No.	Site	Location	Structure	Component	Substrate	Color	Condition	Results	Action Level	Lead	Units
							Calibration Check			1.1	mg/cm ²
							Calibration Check			1.0	mg/cm ²
							Calibration Check			1.1	mg/cm ²
1	S. Church Street	Train Overpass	Metal Girder		Metal	Gray	Deteriorated	Positive	0.7	2.1	mg/cm²
2	S. Church Street	Train Overpass	Metal Girder		Metal	Gray	Deteriorated	Positive	0.7	2.5	mg/cm²
3	S. Church Street	Train Overpass	Metal Girder		Metal	Gray	Deteriorated	Positive	0.7	19.9	mg/cm²
							Calibration Check			1.0	mg/cm ²
							Calibration Check			1.1	mg/cm ²
							Calibration Check			1.1	mg/cm ²

SCDHEC requires special disposal for paint containing lead >0.7 mg/cm²

OSHA does not recognize a concentration of lead for definition purposes, only the airborne concentration a worker is exposed.

Bold = Lead results meeting or exceeding SCDHEC disposal level of 0.7 mg/cm²

XRF LEAD PAINT ANALYZER - HEURESIS Pb200i Serial No: 2286



PROJECT AREA



DETOUR ROUTE

DETOUR:

CONTRACTOR TO CONDUCT, MAINTAIN, AND INSTALL ALL ROADWAY DETOURS, AND DETOUR SIGNING IN ACCORDANCE WITH SCDOT REQUIREMENTS, THE SCDOT STANDARD DRAWINGS AND THE MUTCD, LATEST ADDITION. MONITOR THE DETOUR DURING THE OPERATION SO THAT ANY DEFICIENCIES THAT MAY ARISE CAN BE ADDRESSED, AND CORRECTED.

NOTE:
 THIS DRAWING IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE WITHOUT NOTICE OR WARNING OF CONTRACTOR'S RESPONSIBILITY. THOSE WITH INTEREST IN DEVELOPING THIS PROJECT SHOULD REVIEW THIS DRAWING CAREFULLY AND MAKE ANY NECESSARY CHANGES BEFORE THE PROJECT BEGINS. A PRELIMINARY REVIEW OF THE PHYSICAL CHARACTERISTICS, INFRASTRUCTURE REQUIREMENTS AND REGULATORY AND PERMITTING REQUIREMENTS.

The basic information for this drawing has been compiled from a variety of sources at various times and as such is intended to be used only as a conceptual guide. All project files, field observations and observations are for general purposes only, as it relates to the location and possible potential use. Any person relying on this information and/or construction should receive the appropriate permits, field notices, closures, and planning and zoning requirements applicable to specific portions of the project.

This Conceptual Plan is not intended as part of the contract documents for any property, sale or transfer.

EXHIBIT A-2 Illustration

EXHIBIT A-3

Procurement & Property Division

CITY OF



SPARTANBURG
SOUTH CAROLINA

Request for Proposal

LUMP SUM

LEAD PAINT REMOVAL AND NEW PAINT APPLICATION

Proposal No. 2122-12-07-01

(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 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
--------------------------------------	-------------

Commercial General Liability: Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for bodily injury, personal in-jury, and/or property damage (including loss of use).

Limits:

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

Specific Coverage:

- Occurrence Form
- Blanket Contractual Liability
- Underground Explosion and Collapse

Umbrella/Excess Liability: Contractor shall provide and maintain Umbrella/Excess Liability Insurance on an occurrence basis with coverage as broad as 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, Contractor 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 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 _____