

***Bid Package  
For  
Forest Park Phase I***

***CITY OF SPARTANBURG***

***JOB NO. 1***

***July 18, 2019***

**Proposal No: 1920-08-20-01**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGES</u>
<u>Bid Information/Forms</u>	
Contents	2
Invitation to Bid	3
Unit Cost	5
Demolition	7
Clearing and Grubbing	8
Earthwork	10
Site Grading	15
Erosion and Sediment Control	27
Information for bidders	30
Bid Form <b>(Must Be Completed)</b>	36
Non-Collusion Affidavit of Prime Bidder	39
General Conditions/Provisions	40
SCOPE OF DRAWINGS AND SPECIFICATIONS	43
Technical Specifications (See Drawings	
Insurance Requirements	57
City Business License	58
M/WBE/DBE Good Faith Efforts Documentation <b>(Must Be Completed)</b>	59
PROJECTS WITH FEDERAL FUNDING REQUIREMENTS	60
Drawings	75

# 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* **Forest Park Phase I**

---

**July 18, 2019**

---

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking proposals from vendors to provide construction services for Phase I of Forest Park  
Bids are invited upon the several items and quantities of work as follows:

#### **Scope of work**

See the Drawings for details.

#### **Proposal No: 1920-08-20-01**

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

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

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 at 7092 Howard Street #K, Spartanburg, SC 864 585-8388.

Contract documents may be examined at the offices of the Owner, (City of Spartanburg), or Associated General Contractors in Greenville, South Carolina and Charlotte.

Technical questions regarding the scope of services should be directed to Tim Carter, Engineering Administrator, 864-596-2838 or by email at [tcarter@cityofspartanburg.org](mailto:tcarter@cityofspartanburg.org) . Questions regarding the bid should be directed to Carl Wright, Procurement and Risk Manager at 864-596-2790 and 864-596-2049 or by email at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org). Questions regarding Minority and Women Business participation should be directed to Natasha Pitts, Minority Business Development Coordinator, at 864-596-3449 or by email at [npitts@cityofspartanburg.org](mailto:npitts@cityofspartanburg.org).

**Pre-Bid Conference Tour:**

**Conference will be held at the site Tuesday, August 6, 2019 starting at 9AM.**

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **August 20, 2019 at 3:00 PM**, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for bid opportunities.

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

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

Attn: Procurement and Property Division

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

**Request for Proposal # 1920-08-20-01**  
**Forest Park Grading**  
**Forest Park Subdivision on Lawrence Johnson Sr. Lane**

submits herewith our proposal in response to the bid request.

\_\_\_\_\_ (Company Name)

**Unit Cost**

Item	Description	Unit	Qty.	Unit Price	Total
1	Clearing and Grubbing	Acres	1.0		
2	Demo Existing Asphalt, Debris Ect.	S.Y.	100		
3	On Site Grading	S.Y.	100		
4	Borrow Structural Fill Material (House Pads)	C.Y.	500		
5	Fine Grading and Preperation For Grassing	S.Y.	100		
6	Permanent Grassing, Straw, & Fertilizer (Disturbed Areas)	Acres	1		
8	Erosion Control As Shown on Plans	L.S.	1		
9	Mobilization	L.S.	1		
<b>Totals</b>					

**Total Base Bid Written in Words**

Signature of Company Representative

Print Name & Title

Date

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

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

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

**SECTION 02060  
DEMOLITION**

**GENERAL**

**DESCRIPTION**

Work included: Demolish and remove from the site those items so indicated on the Drawings, including sidewalks, curbs, buildings, building pads, parking and roadway areas, miscellaneous structures, poles, walls, utilities, signs, etc.

Related work:

Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.

Section 02110 - Clearing and Grubbing.

**QUALITY ASSURANCE**

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

Comply with the Standard Building Code with due regard to the protection of the public and the provision of safeguards during the performance of the work.

Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner.

Comply with requirements of governmental agencies having jurisdiction.

Contractor is responsible for being aware of and complying with Asbestos NESHAP regulations, as well as other applicable codes, laws and regulations.

The Owner is to be notified immediately upon discovery of asbestos materials.

**PRODUCTS**

Not Used

**EXECUTION**

**SURFACE CONDITIONS**

Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the safe, timely, and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

**DEMOLITION**

General:

Prior to start of demolition, carefully study the Drawings and these Specifications.

In company with the Owner's representative, visit the site and verify the extent of demolition to be performed under this Contract.

Using only the means and equipment approved for this purpose by the governmental agencies having jurisdiction, demolish and completely remove from the job site the existing construction designated to be removed.

Shut off, cap, reroute, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.

Remove rocks larger than 6" diameter, roots, wood, and debris.

Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site unless directed otherwise by owner.

Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

Use any means necessary to protect the public safety during the demolition process.

Use whatever means necessary to protect the adjacent structures from damage during demolition.

Protection of trees: It may become desirable to save certain trees in areas where cut or fill is eighteen inches or less and in parking areas. Consequently, the Contractor shall obtain approval from Engineer prior to removal of significant trees from such areas. The Contractor shall protect existing trees to remain during construction by constructing barricades around such trees as directed.

Erosion control: Construct and maintain erosion control as shown on the Drawings and in accordance with the local City requirements.

#### MEASUREMENT AND PAYMENT

No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the lump sum price bid for the project.

END OF SECTION

**SECTION 02110  
CLEARING AND GRUBBING**

**PART 1. GENERAL**

1.1 DESCRIPTION

- A. Work included: Remove trees, underbrush, undesirable growth, stumps, roots, etc., from the area to the limits shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents.
  
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  
  - 2. Section 02260: Erosion and Sediment Control.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
  
- B. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner.
  
- C. Comply with requirements of governmental agencies having jurisdiction.

**PART 2. PRODUCTS**

Not Used

**PART 3. EXECUTION**

3.1 AREA INCLUDED

- A. All streets, parking areas, building pads, and any other areas as indicated on the Drawings.

3.2 PROCEDURES

- A. Clearing and grubbing: The entire area within the limit lines described above shall be cleared and grubbed. Remove all vegetation, trees, brush, stumps, etc., from the area. All debris from this



operation shall be burned if allowed by local regulations or shall otherwise be disposed of off the Owner's property.

- B. Selective clearing shall be done in areas designated by the Engineer. Selective clearing shall consist of removing vegetation, brush, stumps, etc., from the area. Selected trees shall be left standing and care shall be taken not to damage trees to be left. All debris from this operation shall be burned if allowed by local regulations or shall otherwise be disposed of off the Owner's property. Grubbing will not be required in areas designated for selective clearing.
- C. Removal of trees and shrubs: All trees to be removed shall be felled in such a manner as to avoid injury to remaining trees and to other features not proposed for removal. Trees shall be cut up and the trunks, limbs, and other debris shall be removed from the site. Undesirable shrubs and small trees shall be selectively removed as directed.
- D. Stumps and roots: All stumps and roots larger than 2" in diameter shall be completely removed by grubbing except in areas of building site, parking areas and drives, they may be cut off not less than 18" below any subgrade. The area of operation then shall be cleared of resulting debris and matted roots, weeds and other extraneous matter and such shall be hauled away from the site. Generally, all material that cannot be compacted to 90% maximum density in lawn areas and 95% of maximum density elsewhere shall be removed.
- E. Protection of trees: It may become desirable to save certain trees in areas where cut or fill is eighteen inches or less and in parking areas. Consequently, the Contractor shall obtain approval from Engineer prior to removal of significant trees from such areas. The Contractor shall protect existing trees to remain during construction by constructing barricades around such trees as directed.
- F. Erosion control: Construct and maintain erosion control as shown on the Drawings and in accordance with Section 02260: Erosion and Sediment Control, and the local City's requirements.

### 3.3 MEASUREMENT AND PAYMENT

- A. Payment will be made at the unit price per acre or as stated in the Proposal for the area described above.

#### **Alternate 2:**

- A. No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the item to which it pertains.

END OF SECTION

## **SECTION 02200 EARTHWORK**

### **GENERAL**

#### **RELATED WORK**

Construction Quality Assurance (CQA) Plan

Section 02221 - Trenching, Backfilling, and Compacting

Section 02250 - Soil Compaction Control and Test

Section 02270 - Erosion Control

Section 02271 – Geotextiles

Section 02775 – HDPE Geomembrane

Work under this section generally consists of furnishing all labor, equipment, materials, and incidentals necessary to complete the excavation and fill operations required for the installation of sediment and erosion control features, construction of perimeter ditches, grading/shaping of site and the installation of storm drainage as shown on the drawings, as specified herein, and in accordance with the CQA Plan.

Before beginning any work specified in this section, ensure that all soil erosion and sediment control specifications are complied with and the proper state, county, or local authorities have been duly informed of the construction schedule. All erosion control features shall be installed prior to commencing earthwork operations and maintained throughout the duration of the work.

Subsurface soil explorations have been made and reports of results are available for inspection upon request to the OWNER. The OWNER makes no guarantee with respect to surface or subsurface soil conditions.

#### **QUALITY ASSURANCE CONSULTANT AND QUALITY CONTROL CONSULTANT**

(N/A) The CONTRACTOR will retain a qualified construction quality control (CQC) consultant to determine the suitability or unsuitability of soils encountered during earthwork operations, conduct tests, and make recommendations. The CQC consultant shall inspect all earthwork for conformance to the specifications.

(N/A) The OWNER will retain a qualified quality assurance (CQA) consultant to implement the project Construction Quality Assurance Plan.

#### **FIELD ENGINEERING**

The CONTRACTOR shall establish all lines and grades necessary to accomplish the work.

Examine the site and the plans thoroughly to determine the existing conditions and the difficulty of the work to be performed and to establish a schedule for the grading operations.

#### **PROTECTION**

Existing facilities, services, and pipelines on, above, or under the surface of the area where earthwork operations are to be performed and which are not designated for abandonment, relocation or removal shall be protected from damage during construction operations. If such facilities are damaged, they shall be repaired to the satisfaction of the OWNER and at no expense to the OWNER.

All benchmarks, permanent monuments, and property corners shall be protected from disturbance or destruction. Any such point disturbed or destroyed shall be immediately replaced by qualified surveyors at no expense to the OWNER. Documentation of any such relocation shall be given to the OWNER and CQA CONSULTANT.

Protect from any movement, damage or settlement all existing or new construction, utilities, piping, monitoring wells, conduit, or any other structure designated to remain. Provide bracing, sheeting, shoring, underpinning or other retaining structures necessary to provide proper protection.

Excavation shall include the satisfactory removal, loading, hauling, placing either in areas to be filled or other designated area depending on the classification of the material excavated, and spreading of all materials encountered regardless of the nature of the materials.

Fill shall include any adjustment to moisture content required as specified herein, compaction and shaping of suitable fill material to form finished surfaces suitable for their intended use. Fill shall include backfill of areas excavated of unsuitable material, embankments, berms, and general fill.

Excavation and filling operations shall be performed in a manner and sequence that will provide adequate drainage at all times. When required, provide temporary drains, ditches, pumps, drainage lines, or other equipment to intercept, divert, or remove water that may affect the execution or condition of the work. Water shall be satisfactorily removed from the site. The operation of earthwork shall be suspended at any time when satisfactory results cannot be obtained because of inclement weather, or other unsatisfactory conditions in the field. At all times provide and maintain proper drainage for the working area limits.

If it is necessary during the execution of the work to interrupt existing surface drainage, or utilities, all necessary precautions to protect and preserve or provide temporary services for same shall be taken.

#### Construction Quality Assurance

All earthwork activities shall be performed as specified on the construction documents or as defined by the City inspector or engineer.

## **PRODUCTS**

### **MATERIALS**

#### General Fill Material

Non-waste material from on-site earthwork operations or borrow material of such type and characteristics approved by City or the CQA CONSULTANT. It shall have a plasticity index of less than 30 and a maximum dry density of at least 90 pounds per cubic foot. No broken concrete, demolition material, frozen material, topsoil, nor any material designated as unsuitable material shall be used for general fill material.

#### Unsuitable Fill Material

Non-waste material from on-site earthwork operations including grass, weeds, vegetation of any type, roots, trash, boulders, debris, demolition materials, or any layer, strata, formation, or deposit of soil determined by the City or CQC CONSULTANT to be unsuitable for use as select clay fill, topsoil, topsoil substitute, general fill for embankments, roadways, or any other intended purpose. No material will be classified as unsuitable solely on the basis of excessive moisture content.

#### Borrow Material

Borrow material shall be selected to meet requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from the project site or offsite if necessary. CONTRACTOR shall be responsible for placing and compacting any borrow material required.

## **EXECUTION**

All erosion and sediment control measures shall be in accordance with applicable state and local regulations and as shown on the drawings. All erosion control features shall be in place prior to commencing earthwork operations.

Existing sloped ground surfaces steeper than 4 horizontal to 1 vertical on which general fill is to be placed shall be plowed, stepped, or benched as shown on the drawings, in such manner that the fill material will bond with the existing surface. Prepared surfaces on which compacted general fill is to be placed shall be wetted or dried as may be required to obtain the compaction specified herein.

## **EXCAVATION**

Excavation shall be classified as "common excavation."

Excavation of every description regardless of material encountered within the grading limits of the project shall be performed to the lines and grades indicated on the drawings. Excavated material suitable for its intended use shall be transported to and placed in fill areas within limits of the work. In the event water is encountered during excavation, all necessary measures to control ground water shall be implemented.

**Borrow operations:** Borrow material shall be selected to meet the requirements and conditions of the particular fill or embankment for which it is to be used. Borrow material shall be obtained from borrow areas as directed by the City or CQC CONSULTANT. Excavation, loading, hauling and placing the material shall also be considered related operations to the cost of borrow material. The City CQC CONSULTANT shall examine the borrow material at the borrow pit. Only material approved as general fill by the City or CQC CONSULTANT shall be delivered to the landfill site.

**Utilization of Excavated Materials:** Material removed during borrow operations and classified as unsuitable for General Fill or Topsoil shall be retained within the limits of the borrow area for use in the final grading of the borrow areas.

Material classified as Topsoil shall be stripped and stockpiled for use as part of the revegetation operation for all disturbed areas.

Material classified as General Fill shall be used in embankments, construction of fills, as backfill or similar purposes indicated on the drawings. Excess excavated material suitable for general fill shall remain in the Borrow Area until used in the final grading operation or stockpiled for future use.

## GENERAL FILL PLACEMENT

Fills and embankments shall be constructed at the locations and to the lines and grades indicated on the drawings. Approved material shall be used in forming the fill. Soil material for fill shall be placed in successive horizontal layers of not more than 8 inches in loose depth for the full width of the fill embankment cross section. Each layer shall be spread uniformly on a prepared surface, *i.e.*, a soil surface that has been moistened or aerated as necessary to maintain the percentage of optimum moisture content as specified herein and scarified, or otherwise broken up in such a manner that the fill will bond with the surface on which it is being placed.

The CONTRACTOR shall place general fill to 95% of the maximum dry density as determined by Standard Proctor (ASTM D698), at  $\pm 3$  percent of the optimum moisture content.

Backfill around headwalls and other drainage structures shall be compacted, by hand within 4 feet of the structure, to a density of 95% of maximum dry density based on the Standard Proctor Test (ASTM D 698 or ASHTO T99).

Provide sufficient water to obtain and maintain the specified moisture content. Material with excessive moisture content shall be dried prior to compaction operations.

## FIELD QUALITY CONTROL

The following tests will be performed under provisions of Section 02250:

### A. Subgrade

Moisture/density curves will be developed from samples obtained from the borrow source and when noticeable material changes occur.

One field density test and as-placed moisture content test (ASTM D 2922 method B and ASTM D 3017) will be performed for every 500 cubic yards of fill placed, but not less than one test per lift, per area of fill placed, per day, under provisions of Section 02250 or as directed by the City.

### Aggregate Fill

Compaction testing will be performed at the discretion of the OWNER under the provisions of Section 02250. In the event that inadequate compaction is indicated, the material shall be reworked until a passing test is obtained. All costs of the additional testing will be the responsibility of the CONTRACTOR.

### General Fill:

One field density test will be performed for every 500 cubic yards of fill placed, but not less than three tests, under provisions of Section 02250.

Representative soil samples will be collected for every 10,000 cubic yards of fill placed and when noticeable material changes occur. Moisture/density relationships for each sample will be established using Standard Proctor Compaction ASTM D698.

## OVEREXCAVATION

Should excavations extend below design depths, backfill these excavations without extra cost to the OWNER.

## DRAINAGE

Drainage, both temporary and permanent, shall be constructed and maintained during the performance of the work. Existing drains, culverts, and ditches not interfering with new work shall be kept clean and operating during construction operations. The surface of unfinished fills shall be bladed smooth to a crown or grade at the conclusion of the day's work, or before shutdown for any cause, to permit water runoff. Fill, which has become saturated with water because of improper drainage, shall be dried out in place if only wet to a maximum depth of one lift, or removed to a depth determined by the soils engineer. Such saturated fill shall be disposed of as directed, or reconditioned to conform to these specifications. Control grading so that ground is pitched to prevent water from running into excavated areas and provide all pumping required to keep excavation free of water. Should springs or running water be encountered in excavation, the ENGINEER shall be notified immediately. Dispose of running water by providing trenching which shall drain to an appropriate point of disposal.

## SITE PROOFROLLING AND RECOMPACTION

After the site has been initially graded and prior to the placing of any fill, or facilities thereon, the site shall be proofrolled with a fully loaded tandem-axle dump truck or similar equipment to detect any unstable area. The proofrolling shall be observed by a qualified geotechnical engineer. Any areas which pump or rut excessively shall be undercut and backfilled with suitable general fill or scarified and recompacted. Following successful completion of proofrolling and remedial work, fill placement may begin.

END OF SECTION

**SECTION 02210  
SITE GRADING**

**GENERAL**

**DESCRIPTION**

- B. Work included: Cut, fill, excavate, backfill, compact and grade the site as necessary to bring the roads, drives, building sites, paved areas and open areas to the lines and grades shown on the drawings.
1. The work includes, but is not necessarily limited to:
    - a. Building site preparation.
    - b. Roadway, parking area, drive, and walk subgrade preparation.
    - c. Excavations and formations of embankments.
    - d. Dressing of graded areas, shoulders, and ditches.
    - e. Construction and lining of treatment basins.
  2. Classification: All excavation is unclassified and excavation of every description, regardless of material encountered within the grading limits of the project, shall be performed to the lines and grades indicated.

**ALTERNATE 2:**

2. Classification: Material determined by the Engineer to be rock as defined herein will be classified as "Rock Excavation".
  - a. Excavation of rock not indicated on the drawings will be paid for at the unit price indicated on the Bid Form.
  - b. Where rock is shown on the drawings, excavation of this material shall be included in the lump sum price bid for the work and no additional payment will be made for this material.
  - c. Where actual rock excavation required and performed is less than that which is indicated on the drawings, the Owner shall receive a deductive amount based on the unit price indicated on the bid form.
  - d. Quantities for additional or deductive rock excavation shall be as determined by the Engineer from field measurements.

- e. Do not perform any additional rock excavation without prior approval of the Engineer.

C. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.
2. Section 02110 - Clearing and Grubbing.
3. Section 02220 - Excavating, Backfilling for Structures.
4. Section 02221 - Trenching, Backfilling for Utilities.
5. Section 02260 - Erosion and Sediment Control.

D. Definitions:

1. Open areas: Open areas shall be those areas that do not include building sites, paved areas, street right-of-way and parking areas.
2. Maximum density: Maximum weight in pounds per cubic foot of a specific material.
3. Optimum moisture: Percentage of water in a specific material at maximum density.
4. Rock excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery. To be considered as rock excavation, the material shall be continuous; individual boulders or rocks in soil will not be considered rock excavation.
5. Muck: Materials unsuitable for foundation because of organic content, saturation to the extent that it is somewhat fluid and must be removed by dragline, dredge or other special equipment, are designated as muck. No extra payment will be made for muck removal.
6. Unsuitable material: Unsuitable material is defined as earth material unsatisfactory for its intended use and as classified by the soils technician. In addition to organic matter, sod, muck, roots and rubbish, highly plastic clay soils of the CH and MH descriptions, and organic soils of the OL and OH descriptions, as defined in the Unified Soil Classification System shall be considered as unsuitable material.
7. Suitable material: Where the term suitable material is used in specification sections pertaining to earthwork, it means earth or materials designated as being suitable for their intended use by soils



technicians or the Engineer. Suitable material shall be designated as meeting the requirements of the Unified Soil Classification System types SW, GW, GC, SC, SM, ML, CL or as designated in these specifications.

8. Select material: Select material is defined as granular material to be used where indicated on the drawings or where specified herein consisting of soils conforming to the Unified Soil Classification types SW, SM, GW or GM or as otherwise approved by the Engineer as select fill. Select material shall contain no stones or rubble larger than 1 1/4" in diameter.
9. Crushed stone (gravel): Crushed stone shall be No. 57 aggregate or equal conforming to ASTM C-33.
10. Excavation: Excavation is defined as unclassified excavation of every description regardless of materials encountered.

E. The Contractor must determine for himself the volume of material required by the site.

#### QUALITY ASSURANCE

- F. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- G. Comply with requirements of governmental agencies having jurisdiction.
- H. A testing laboratory retained by the Owner will make such tests as are deemed advisable. The Contractor shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts of fill material and shall keep the laboratory informed of his progress. The cost of the initial tests shall be paid for by the Owner. Subsequent tests required as a result of improper compaction shall be paid for by the Contractor.

#### PRODUCT HANDLING

- I. Comply with pertinent provisions of Section 01640.

#### PRODUCTS

#### SOIL MATERIALS

- J. Soil material used as fill, backfill, subgrade for structures or pavements, embankments, or site grading shall consist of suitable material as found available on site until such supply of on-site material is depleted.

1. Provide suitable material free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2" in their greatest dimension.
  2. Do not permit rocks having a dimension greater than 1" in the upper 6" of fill or embankment.
- K. Should the quantity of suitable on-site material be insufficient to complete the work, suitable borrow material as approved by the Engineer shall be provided by the Contractor. Quantities and cost for off-site material must be approved in writing before installation.
- L. Select materials may be provided from on-site if acceptable material as approved by the Engineer is available on site. Otherwise approved select material shall be provided by the Contractor from an off-site source.

#### TOPSOIL

- M. Use topsoil consisting of material removed from the top 3" to 6" of existing on-site soils.
- N. Use topsoil containing no stones, roots or large clods of soil.
- O. Stockpile topsoil separate from other excavated material.

#### (N/A) SPECIAL SOIL MATERIALS

- P. Provide basin liner soils consisting of fine grained soils selected from excavated area or approved borrow sites, stockpiled and then placed and compacted in areas to receive liner.
- Q. Sufficient material for the liner, as selected by the Engineer, shall be stockpiled, kept separate from other excavated materials and piled free of undesirable materials.

#### (N/A) WEED KILLER

- R. Provide a dry, free-flowing, dust free chemical compound, soluble in water, capable of inhibiting growth of vegetation and approved for use on this work by governmental agencies having jurisdiction.

#### EQUIPMENT

- S. Use equipment adequate in size, capacity and numbers to accomplish the work in a timely manner without undue waste or damage of material.

## **EXECUTION**

### **SURFACE CONDITIONS**

- T. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

### **PREPARATION**

- U. Clearing and grubbing: Clear and grub areas to be graded prior to commencement of the grading operations.
- V. Where so directed by the Owner, protect and leave standing designated desirable trees.
- W. Complete any demolition and/or removal work as may be required prior to grading operations.
- X. Dispose of all clearing, grubbing and demolition debris and other deleterious material off the project site. Vegetation, roots, brush, rubbish, stumps, etc. may be burned on-site where permitted by local authorities and regulations and approved by the Engineer.
- Y. Topsoil: Strip topsoil to a depth of 3" to 6" without contamination from the subsoil and stockpile topsoil separate from other excavated materials.
  - 1. Transport and deposit topsoil in storage piles convenient to areas that are to receive topsoil or in other locations as indicated or approved by the Engineer.
  - 2. Deposit topsoil in areas that are already graded and will not be disturbed by on-going construction.
  - 3. Dispose of unsuitable or unusable stripped material off-site or as otherwise directed by the Engineer.

### **FINISH ELEVATIONS AND LINES**

- Z. Construct areas outside of building or structure lines true to grades shown.
  - 1. Where no grade is indicated, shape finish surface to drain away from buildings or structures, as approved by the Engineer.
- AA. Degree of finish shall be that ordinarily obtainable from bladegrader, supplemented with hand raking and finishing.

BB. Finish surfaces to within 0.10' above or below the established grade or approved cross section.

## GENERAL PROCEDURES

CC. Existing utilities:

1. Unless shown to be removed, locate and protect active utility lines shown on the drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered and are not shown on the drawings or otherwise made known to the Contractor, promptly notify the Engineer and take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Engineer and secure his instructions.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.

DD. Protection of persons and property:

1. Barricade open holes and depressions occurring as part of this Work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout and other hazards created by operations under this Section.

EE. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

FF. Maintain access to adjacent areas at all times.

GG. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

## EXCAVATING (CUTS)

HH. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades and elevations indicated and specified herein.

II. Suitable excavated materials:

1. Use all suitable materials removed from the excavation as far as practicable in the formation of the embankments, subgrades, shoulders, building sites and other places as directed.
2. Unless otherwise indicated on the drawings or approved by the Engineer, surplus suitable material shall be removed from the site and disposed of by the Contractor.

### **ALTERNATE 2:**

2. Surplus suitable materials from excavations shall be wasted on the site as indicated, spreading and leveling as directed.

JJ. Unsuitable excavated material: Remove from the site and dispose of all unsuitable material unless otherwise approved by the Engineer.

KK. Rock excavation:

1. Notify the Engineer upon encountering rock or similar material which cannot be removed or excavated by conventional earth moving or ripping equipment.
2. Do not use explosives without written permission from the Engineer.
3. When explosives are permitted, use only experienced persons who are licensed or otherwise authorized to use explosives. Store, handle, and use explosives in strict accordance with all regulatory bodies and the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America, Inc.
4. The Contractor shall be solely responsible for any damage resulting from the use of explosives.
5. The Contractor is responsible for securing all permits required in performing this work.

LL. Unauthorized excavation:

1. Excavation of material to depths below the grades indicated unless so directed by the Engineer will be deemed unauthorized excavation.
2. Unauthorized overexcavation shall be backfilled and compacted without any additional expense to the Owner.

MM. Authorized overexcavation:

1. In the event that it is necessary to remove unsuitable material to a depth greater than that shown on the drawings or otherwise specified, the Contractor shall remove, replace and compact such material with suitable material as directed by the Engineer at no additional expense by the Owner.

**ALTERNATE 2:**

F. Authorized overexcavation:

1. In the event that it is necessary to remove unsuitable material to a depth greater than that shown on the drawings or otherwise specified, the Contractor, upon receiving direction from the Engineer, shall remove, replace and compact such material as directed by the Engineer at the unit prices indicated in the Bid Form.

**FILLING AND BACKFILLING**

- G. Use fills formed of suitable material placed in layers of not more than 8" in depth measured loose and rolled and/or vibrated with suitable equipment until compacted.
- H. Do not place rock that will not pass through a 6" diameter ring within the top 12" of the surface of the completed fill or rock that will not pass through a 3" diameter ring within the top 6" of the completed fill.
- I. Do not use broken concrete or asphaltic pavement in fills.
- J. Selection of borrow material:
  1. Material in excess of that available on the site shall be suitable material furnished by the Contractor from private sources selected by the Contractor. The material shall be approved by the Engineer before use. All expenses involved in securing, developing, transporting and placing the material shall be borne by the Contractor.
- K. Placing and compacting:
  1. Place backfill and fill materials in layers not more than 8" in loose depth.
  2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
  3. Compact each layer to required percentage of maximum density for the area.
  4. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structures to approximately the same elevation in each lift.

L. Moisture control:

1. Do not use soil material that is either too dry or too wet to achieve proper compaction.
2. Where subgrade or layer of soil material is too dry to achieve proper compaction, uniformly apply water to surface of soil material such that free water does not appear on the surface during or subsequent to compacting operations.
3. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
4. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the Engineer.

M. Compaction requirements:

1. Compact soils to not less than the following percentages of maximum dry density as determined in accordance with ASTM D698, Method A (Standard Proctor).
2. Fill beneath structures and beneath an area extending 10' beyond the limits of the foundation:
  - a. Top 12" of subgrade            100%
  - b. All other fill material        98%
3. Fill beneath roadway or walking paths:
  - a. Top 12" of subgrade            95%
  - b. All other fill material        95%
4. Embankments:
  - a. Top 12" of subgrade            95%
  - b. All other fill material        95%

5. Fill beneath walkways:
  - a. Top 12" of subgrade 95%
  - b. All other fill material 90%
6. Lawn and unpaved open areas:
  - a. All other fill material 90%

## FINISH GRADING

### N. General:

1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
2. Smooth the finished surfaces within specified tolerance.
3. Grade with uniform levels or slopes between points where elevations are shown on the drawings, or between such points and existing grades.
4. Where a change of slope is indicated on the drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.

O. Grading adjacent to structures: Grade areas adjacent to buildings to achieve drainage away from the structures and to prevent ponding.

### P. Ditches and gutters and swales:

1. Cut accurately to the cross sections, grades and elevations shown.
2. Maintain excavations free from detrimental quantities of leaves, sticks, trash and other debris until completion of the work.
3. Dispose of excavated materials as specified herein; do not in any case deposit materials within 3'0" of the edge of a ditch.

## FIELD QUALITY CONTROL

Q. Secure the Engineer's inspection and approval of subgrades and fill layers before subsequent construction is permitted thereon.



- R. Field density determinations will be made, at no cost to the Contractor, to insure that the specified densities are being obtained. Field density tests will be performed as determined by the Engineer, considering the following:
1. At areas to receive paving, at least one field density test for every 5,000 sq.ft. of subgrade area, but not less than three tests.
  2. In each compacted fill layer, one field density test for every 5,000 sq.ft. of overlaying paved area, but not less than three tests.
  3. In fill beneath structures, one field density test for every 2,500 sq.ft. in each layer.
  4. Other tests as deemed necessary by the Engineer.
- S. If, in the Engineer's opinion based on reports of the testing laboratory, subgrade or fills which have been placed are below specified density, provide additional compacting and testing until specified requirements are met.
1. Additional testing will be provided by the Owner's selected testing laboratory and all costs for the additional testing will be borne by the Contractor.
- T. Proofrolling:
1. The Contractor shall proofroll subgrade of areas to receive paving, structures on fill or impervious lining material.
    - a. Make not less than 3 passes of a 25 to 50 ton rubber tired roller over the full area.
    - b. Unstable, soft or otherwise unsuitable materials revealed by the proofrolling shall be removed and replaced with satisfactory materials, compacted as specified herein.

#### PLACING TOPSOIL

- U. Upon completion of site grading and other related site work, topsoil shall be uniformly spread over the graded or improved areas. Topsoil shall be evenly distributed to conform to final grade elevations shown on the plans.
- V. Place, level and lightly compact topsoil to a depth of not less than 3".
- W. Maintain topsoil free of roots, rocks, debris, clods of soil and any other objectionable material which might hinder subsequent grassing or mowing operations.
- X. Any surplus materials shall be disposed of in approved areas on the site.

## MAINTENANCE

- Y. Protection of newly graded areas:
  - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
  - 2. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances.
- Z. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

## MEASUREMENT AND PAYMENT

- AA. No separate measurement or direct payment will be made for the work under this Section and all costs for same shall be included in the price bid for the item to which it pertains.

## ALTERNATE 2:

- A. The work under this Section and all costs for same shall be included in the lump sum price bid for the item to which it pertains with additional or deductive payments allowed for the specified items based on the unit prices given in the Bid Form.
- B. Additive or deductive items:
  - 1. Rock excavation above or below that indicated on the drawings.
  - 2. Removal of additional unsuitable material.
  - 3. Backfill and compaction of suitable material to replace unsuitable material.
- C. Furnishing water: The furnishing of water used for sprinkling and wetting the materials for construction operations shall be the responsibility of the Contractor and no direct payment for this item shall be included in the price bid for the project.

END OF SECTION

**SECTION 02260  
EROSION AND SEDIMENT CONTROL**

**GENERAL**

3.4 DESCRIPTION

- A. Work included: Provide protection of the environment during the construction of this project to reduce soil erosion and siltation to the lowest reasonably achievable level.

3.5 GENERAL

- A. Exercise every reasonable precaution, throughout the life of the project, to prevent the eroding of soil and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, or other property. Erosion control practices to be used for this project are shown on the drawings and are to conform to City of Spartanburg and South Carolina Department of Health and Environmental Control regulations.

**PRODUCTS**

3.6 CRUSHED STONE

- A. Provide #57 crushed stone for project entrance and exit.
- B. Provide #57 crushed stone for temporary sediment barriers around inlets.

3.7 GRASSING

- A. Comply with Section 02930: Grassing.

3.8 SILT FENCE

- A. Posts:
  - 1. Steel posts shall be self-fastener angle steel type, 5' in length.
  - 2. Wood posts shall be 1 1/2" diameter or 1 1/4" square.
- B. Provide not less than No. 9 wire staples, 1.5" long for fastening wire mesh.
- C. Woven wire shall conform to the requirements of ASTM A116, Class I zinc coating for wire. Each woven square shall measure 5.33" X 12". The top and bottom wires shall be 10 gauge. All other wires shall be 12 gauge.
- D. Wire mesh is not required with synthetic, extra strength filter fabric providing a puncture strength of 50 psi in accordance with ASTM D4833.
- E. Filter fabric shall be burlap or synthetic.
  - 1. If silt fencing is used more than 5 days, synthetic type shall be used.
- F. Burlap shall be 7.5 ounces weight and a minimum 32" wide.
- G. Filter fabric shall be Mirafi 100X as manufactured by Celanese Fibers Co., Bidim C34 as manufactured by DuPont or equivalent.

### 3.9 EROSION CONTROL BLANKET

- A. Use erosion control blanket S150, from North American Green or approved equal.

## EXECUTION

### 3.10 GENERAL

- A. Construct and maintain all erosion control measures until the substantial completion of the project.

### 3.11 CONSTRUCTION ENTRANCE

- A. Construct a gravel area or pad at points where vehicles enter and leave a construction site.
- B. Clear the entrance and exit area of all vegetation, roots, and other objectionable material and properly grade and place gravel to the grade and dimensions shown on the plans.
- C. Construct drainage channels to carry water to a sediment trap or other suitable outlet.
- D. Use geotextile fabrics to improve stability of the foundation in locations subject to seepage or high water table.
- E. Maintain the gravel pad in a condition to prevent mud or sediment from leaving the construction site by periodic top dressing with two inches of stone.
- F. After each rainfall, inspect any structure used to trap sediment and clean it out as necessary.
- G. Immediately remove objectionable materials spilled, washed, or tracked onto public roadways.

### 3.12 TEMPORARY GRASSING

- A. Provide a temporary cover for erosion control on disturbed areas that will remain unstabilized for a period of more than 21 days in accordance with Section 02930.
- B. This practice applies to cleared areas, diversions, dams, temporary sediment basins, temporary road banks, and topsoil stockpiles where vegetation is needed for less than 1 year.
- C. Provide grassing on slope 5% or greater within 14 days of disturbance.
  - 1. Comply with Section 02930: Grassing.

### 3.13 SILT FENCE

- A. Provide silt fence barrier where shown on the plans and on utility construction parallel to the disturbed trench where perpendicular sheet flow runoff occurs on disturbed areas with slopes greater than 4%.
- B. Place at the extreme limits of the area to be disturbed as shown.
- C. Construct temporary sediment barriers of filter fabric, buried at the bottom, stretched and supported by posts and install below small disturbed areas as indicated on the drawings to retain sediment by reducing the flow velocity to allow sediment deposition.
- D. Provide spacing between posts 6'0" on center, minimum.
- E. Fasten wire mesh to wood posts with wire staples.

- F. Remove sediment deposits prior to reaching one-third height of the fence.
- G. Monitor site frequently and place additional silt fencing should evidence indicate that erosion is about to occur at locations other than those shown on plan.

#### 3.14 CURB INLET PROTECTION

- A. Construct temporary sediment barriers around storm drain curb inlets using block and gravel or silt fence as indicated on the drawings.
- B. Inspect structure after each rainfall and repair as required.
- C. Remove sediment when trap reaches one-half capacity.
- D. Remove structure when protected areas have been stabilized.

#### 3.15 EROSION CONTROL BLANKET

- A. Provide on areas as shown on the plans or on all embankments with slopes equal to or steeper than 2:1.

#### 3.16 TEMPORARY SEDIMENT TRAPS

- A. Utilize temporary sediment traps at the bottom of all disturbed slopes where runoff is parallel to the utility trench and draining into an existing ditch or stream and where slopes are 5% or greater along the trench.
- B. Provide at intervals of 75'.

#### 3.17 MAINTENANCE

- A. Place all erosion control devices or measures prior to any land disturbing activity within the drainage area they are located.
- B. Periodically check erosion control devices and clean or otherwise remove silt build-up as necessary to maintain them in proper working order.

#### 3.18 REMOVAL

- A. Remove temporary structures after protected areas have been stabilized.

#### 3.19 MEASUREMENT AND PAYMENT

- A. No measurement and payment will be made for the work under this Section and all costs for same shall be included in the price bid for the items to which it pertains.

END OF SECTION

## INFORMATION FOR BIDDERS

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

### 1. Bids

Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as BID for City of Spartanburg for **Forest Park Phase I**, and the envelope should bear on the outside the Bid Number, name of BIDDER, his/her address, all license information, etc., typed thereon and sealed. If forwarded by mail, the sealed envelope contained in the BID must be enclosed in another envelope addressed to the OWNER as advertised.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informality or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.

All bids shall be on the printed form contained herein or on copies thereof, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the plans and specifications. Bid Documents shall include the Bid, the Bid Quantity, the Non-Collusion Affidavit and the Statement of Bidder's Qualification. Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the bid form. In addition, any other information requested in the bid form must be completed.

Each BIDDER is required to state in his proposal his/her name and place of residence and the names of all persons interested with him; in case of a corporation, the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the BIDDER.

If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

If called for in the bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid. On the first sheet of the bid form, the bidder shall write his/her name and address, his/her bidder's license number; and contractor's license number, if required. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the sub-contractor, where his/her bid is used, shall also be shown.

Following the BID opening, the OWNER shall determine the Items, Alternates, and Additions to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER for such ITEMS, Alternates, and Additions, less the Deductions, so selected by the Owner in determining the low responsive, responsible BID. The OWNER reserves the right to reject any and all BIDS.

The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the total sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.

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

## **2. INTERPRETATIONS OR ADDENDA**

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

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

## **3. INSPECTION OF SITE**

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

## **4. ALTERNATIVE BIDS**

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

## **6. COLLUSIVE AGREEMENTS**

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

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

## **7. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall upon request of the Local Public Agency submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his/her experience record in constructing the type of improvements embraced in the

contract, his/her organization and equipment available for the work contemplated, and when specifically requested by the Local Public Agency, a detailed financial statement. The Local Public Agency shall have the right to take such steps as it deems necessary to determine the availability of the Bidder to perform his/her obligations under the Contract and the Bidder shall furnish the Local Public Agency all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Public Agency that the Bidder is qualified to carry out properly the terms of the Contract.

## **8. UNIT PRICES**

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

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

## **9. CORRECTIONS**

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

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

## **10. TIME FOR RECEIVING BIDS**

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

## **11. OPENING OF BIDS**

At the time and place fixed for the opening of Bids, the Local Public Agency will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any



irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

## **12. WITHDRAWAL OF BIDS**

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

## **13. AWARD OF CONTRACT: REJECT OF BIDS**

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

## **15. NOTICE TO PROCEED**

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

## **16. WAGES AND SALARIES**

Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. The selected bidder will be required to comply with the Davis Bacon Wage Decision: **SC170044 – 01/06/2017 / SC44**.

The rates of pay set forth under the General Wage Determination for the State of South Carolina are the minimums to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

## **17. EQUAL EMPLOYMENT OPPORTUNITY**

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

### **18. ILLEGAL ALIENS/WORKERS**

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

### **19. GENERAL GUARANTY**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Local Public Agency or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties of responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of 12 months from the date of final acceptance of the work. The Local Public Agency will be given notice of defective materials and work with reasonable promptness.

### **20. LOCAL PUBLIC AGENCY**

Wherever the term "Local Public Agency" is referenced in the contract documents, it shall mean the Owner which is the City of Spartanburg.

### **21. TAXES**

Attention is called to the following provisions of the South Carolina Tax laws: South Carolina law requires that a withholding tax of two percent (2%) be withheld from payments made to non-resident contractors performing a business of temporary nature in South Carolina, and provided the contract exceeds \$10,000. The withholding of two percent (2%) may be waived provided the nonresident taxpayer posts with the South Carolina Tax Commission a non-resident withholding tax bond. This provision insures the South Carolina Tax Commission that the non-resident contractor will comply with applicable provisions of the Income Tax Act of 1926, as amended. The prime contractor or employer of the non-resident contractor is held responsible for the tax due to be withheld and must withhold the tax unless he is notified by the South Carolina Tax Commission that a non-resident withholding bond has been posted covering the contract in question.

In addition to the above, the non-resident contractor is required to act as withholding agent for the State of South Carolina and withhold tax from wages paid to his employees working in South Carolina. It is

the responsibility of the non-resident contractor to apply for an employer account number and file the quarterly withholding reports on or before the appropriate due dates.

**22. ENGINEER**

Wherever the “Engineer” is referenced in the contract documents, it shall mean the City Engineering Administrator, P. O. Drawer 1749, Spartanburg, S. C. 29304, telephone (864) 596-2838.

**PROPOSAL FOR**  
**Forest Park Phase I**  
**PROPOSAL #**  
**CITY OF SPARTANBURG**  
**Job No. 1**  
**BID**

**FROM:**

**BIDDER** \_\_\_\_\_ **Date** \_\_\_\_\_

**Address** \_\_\_\_\_ **Telephone** \_\_\_\_\_

**Bidder's License No.** \_\_\_\_\_

**Contractor's License No.** \_\_\_\_\_

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

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

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

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

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

**Completion Time: 60 days**

**Liquidated Damages: \$300.00 per day**

The undersigned Bidder agrees that if this Proposal shall be accepted, the undersigned will, within ten (10) days after notifications of such acceptance, enter into the contract for their performance of all work proposed under this improvement within the number of calendar days as stated herein, and, as a guaranty of the faithful performance thereof, to furnish at the time of executing the contract a performance bond in an amount not less than one hundred

-1-

percent (100%) of the total amount bid, and with sureties subject to the approval of the Owner. Upon failure to execute the contract and bond as aforesaid, it is agreed that the undersigned shall forfeit check accompanying this proposal to the Owner as liquidated damages caused by such failure.

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

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

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

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

**Bidder acknowledges receipt of the following Addenda:**

Addenda Received: No. \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

**Address:**

\_\_\_\_\_ **Firm** \_\_\_\_\_

\_\_\_\_\_ **By** \_\_\_\_\_ **(L.S.)**

**Title** \_\_\_\_\_

**(SEAL is bid is by a corporation)**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

*State of South Carolina)*

)

*County of Spartanburg)*

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

- 1) He/She is \_\_\_\_\_ OF \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Spartanburg, S.C. or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) \_\_\_\_\_  
Title

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Title

## General Provisions Index

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



**24. GUARANTEES**

**25. TEMPORARY UTILITIES**

**26. UNAUTHORIZED DISCHARGES**

## **00700-01. SCOPE OF DRAWINGS AND SPECIFICATIONS:**

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

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

**00700-02.PERMITS:**

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

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

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

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

**00700-04. JOB SITE DRAWINGS AND SPECIFICATIONS:**

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

**00700-05. PROHIBITED INTEREST:**

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

**00700-06. MUTUAL RESPONSIBILITY OF CONTRACTORS:**

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

**00700-07. ORDER AND PROSECUTION OF WORK:**

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

**00700-08. PUBLIC CONVENIENCE AND PROTECTION:**

- A. *During progress of the work, the convenience and protection of the public must be provided for and interference held to a minimum.*
- B. *The Contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. Roads and streets shall be kept open at all times or suitable detours provided. When necessary to close streets, suitable signs and barriers shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Owner, law enforcement agencies, fire departments and parties operating emergency vehicles shall be notified before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire fighting equipment shall be maintained at all times.*
- C. *When necessary, the Contractor shall provide watchmen, and lights to burn between twilight and sunrise, and shall erect and maintain barriers and all other necessary protection about the work at his own expense. He/She shall also take other precautions necessary to protect life, limb and property. The owner reserves the right to remedy any neglect on the part of the Contractor in connection with protection of the work after 24 hours notice in writing; and, in cases of emergency, the Owner will have the right to remedy any neglect without previous notice; and in either case deduct the cost of such remedy from money due to the Contractor.*

**00700-09. SANITARY PROVISIONS:**

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

**00700-10. EXISTING FACILITIES:**

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

*endanger the work of others by cutting, excavating or otherwise altering their work, and shall not cut or alter the work of others without the written consent of the Engineer. All cut and patched work shall be restored to the satisfaction of the Engineer.*

- H. *The Contractor shall be responsible for removing and disposing of obstructions or obstacles at the job site or along the right-of-way to the satisfaction of the Engineer. Minor obstructions shall be removed and properly disposed of or protected and re-erected in as good condition as existing, at the same or other locations, and directed by the Engineer.*
- I. *Fences, at the site or along the right-of-way, which interfere with construction operations, shall be maintained by the Contractor until completion of work, unless written permission is obtained from the Owner to leave the fence dismantled until construction is completed. The Contractor shall remove, rebuild and extend fences as necessary to keep livestock away from the construction area or from straying away. Upon completion of work, all fences shall be restored to their original location and condition, unless otherwise noted. The Contractor shall purchase new material, if necessary, to replace all materials damaged, lost or destroyed.*

**00700-11. WORK DURING INCLEMENT WEATHER:**

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

**00700-12. RIGHTS-OF-WAY:**

- A. *The Owner will obtain all land and rights-of-way necessary for all work under this contract. If all land and rights-of-way are not obtained before construction begins, the Contractor shall start work only upon such land and rights-of-way previously obtained by the Owner, and no claim for damages will be allowed because of such delay. If the Owner is unable, for any reason, to obtain the land and rights-of-way necessary for the work, the contract time will be extended as required to cover the time lost by such delay.*
- B. *The Contractor shall confine his construction operations to the immediate vicinity of the locations shown on the drawings, and in no case shall he/she encroach beyond the limits of the owner's property or rights-of-way. He/She shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic.*
- C. *The Contractor shall locate the limits of the rights-of-way, or property lines, prior to beginning construction. He/She shall be responsible for damage to trees, crops or other property outside the limits of the right-of-way, and shall make satisfactory settlement for damage directly with the property owner involved.*

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

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

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

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

- A. *The Contractor shall not begin work on railroad property until he has secured the necessary permits. He/She shall conform to all requirements of the railroad in the prosecution of this portion of the work.*



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

**00700-15. USE OF PREMISES:**

- A. *The Contractor shall confine his equipment, the storage of materials and equipment, and his/her operations to areas permitted by law, ordinances, permits, the requirements of the contract documents, and as directed by the Owner and Engineer, and shall not unreasonably encumber the premises with materials or equipment.*
- B. *The Contractor shall not overload any part of any structure with weights that will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.*

- C. *The Contractor shall comply with and enforce the Owner's rules and instructions in connection with signs, advertisements, fires, smoking, and the routing and parking of vehicles on the premises.*
- D. *Unless otherwise directed by the Engineer, the Contractor shall notify the Engineer, with a copy to the Owner, of all blasting operations at least 48 hours before such operations begin.*

**00700-16. LINES AND GRADES:**

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

**00700-17. SITE DATA:**

*The Owner will make available to all prospective bidders, prior to the receipt of bids, information that he/she may have as to sub-surface conditions in the vicinity of the work, topographical maps, or other information that may assist the bidder in properly evaluating the amount and character of the work required for construction. Such information is given, however, as being the best information available to the Owner at the specific location without the assumption of responsibility for its accuracy or for any conclusions that the*

*Contractor might draw therefrom. The Contractor shall satisfy himself as to the nature of the work, shall investigate all other matters which may in any way affect the work under this contract, and shall determine the character of equipment and facilities needed preliminary to and during the prosecution of work. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Engineer, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained herein.*

**700-18. EQUIPMENT INSTALLATION:**

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

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

**00700-20. CLEANING UP:**

- A. *During construction, the Contractor shall maintain the site and adjacent public and private property, including streets and highways, free from accumulations of waste, debris, rubbish and dirt caused by his operations. Dry materials and rubbish shall be wet down as necessary to prevent blowing dust.*
- B. *At completion of the work, the Contractor shall remove all waste materials, rubbish, tools, construction equipment and machinery, surplus materials and temporary facilities, and shall clean all exposed finished surfaces to prepare the project for occupancy by the Owner.*
  - 1) *Grease, dust, dirt, stains, labels, fingerprints and other foreign materials shall be removed from all exposed finished surfaces. All surfaces so designated shall be polished to a shine finish.*
  - 2) *Marred or damaged surfaces shall be repaired, patched or touched up to the specified finish or to match adjacent surfaces.*
  - 3) *Floors and paved surfaces shall be broom clean. Other surfaces of the grounds shall be raked clean.*
  - 4) *Both sides of all glass surfaces shall be cleaned.*
- C. *Cleaning and disposal operations shall be conducted in accordance with local ordinances and anti-pollution laws. Wastes shall not be disposed of into streams or waterways.*

**00700-21. INSPECTION CERTIFICATES, BONDS AND GUARANTEES:**

*Upon final completion of the work and prior to submission of certificate for final payment, the Contractor shall have had electrical plumbing, heating and other work, as applicable*

*inspected by the proper authorities as required by the technical sections of the specifications and all applicable codes, laws and ordinances. Before final payment is made, the Contractor shall submit all inspection certificates to the Engineer covering such work, signed by the proper authorities, together with all required bonds and guarantees.*

**00700-22. ESTIMATES NOT TO PREVENT FINAL REJECTION:**

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

**00700-23. FINAL INSPECTION:**

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

**00700-24. GUARANTEES:**

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

**00700-26. TEMPORARY UTILITIES:**

- A. *The Contractor shall provide all equipment, fuel, supplies, services and attendance for interim heating as required during construction to protect the work against damage from cold weather. Unless otherwise specified, the permanent heating system shall not be used to provide temporary heat. The Contractor's proposed methods of heating shall be submitted to the Engineer for approval.*
- B. *During construction, the Contractor shall provide all interim electrical power and wiring required for operation of power tools, equipment and machinery and for temporary lighting. Lighting shall be provided where necessary for proper workmanship, inspection and safety. Temporary electrical service shall be installed and maintained by a qualified electrical contractor approved by the Engineer. The Contractor shall pay all charges for electrical service required for temporary power and lighting.*

**00700-27. UNAUTHORIZED DISCHARGES:**

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

*End of Section*

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

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

**Automobile Liability:** The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

**Commercial General Liability:** The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

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

**Workers' Compensation and Employer's Liability** – This coverage shall meet the **STATUTORY requirement of the State of South Carolina**. Employers Liability shall be in the amount of \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

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

- This is part of Workers' Compensation coverage

**Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD**

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

-1-

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

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

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

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

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

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

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

*Failure of the Contractor/Vendor to maintain continuous coverage as specified herein will*

*result in this project/event being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.*

*All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.*

\*\*All emailed Certificates of Insurance can be forwarded to:

[kbooker@cityofspartanburg.org](mailto:kbooker@cityofspartanburg.org)

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

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



**GOOD FAITH DOCCUMENTATION MUST ACCOMPANY THE BID DOCUMENT**

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

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

**Contact Information**

**Phone 864-596-3449**

**Email [npitts@cityofspartanburg.org](mailto:npitts@cityofspartanburg.org)**

**CITY OF SPARTANBURG**  
**BUSINESS LICENSE APPLICATION**

(864) 596-2055 (864) 596-2424 Fax  
P O Box 1749 Spartanburg, SC 29304

Year \_\_\_\_\_

Bus Lic# \_\_\_\_\_

**\*\*All City of Spartanburg Business License expire December 31<sup>st</sup> of each year\*\***

\_\_\_ New Business \_\_\_ Renewal of License \_\_\_ Change of Ownership \_\_\_ Change of Location

Name of Business: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Business Location: \_\_\_\_\_ Start Date: \_\_\_\_\_

Telephone number: Business ( ) \_\_\_\_\_ or ( ) \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_ Social Security No. \_\_\_\_\_

Type of ownership: \_\_\_ Sole Proprietor \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Other

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

State Contractors License No. \_\_\_\_\_ SC State Sale Tax No. \_\_\_\_\_

Do you have Coin Operated Machines? \_\_\_ Yes \_\_\_ No How many? \_\_\_\_\_

Do you own the Machines? \_\_\_ Yes \_\_\_ No What type of Machines? \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Computation of Fees**

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

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

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

**B. Existing Business (After 2<sup>nd</sup> year of operation)**

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

1. Total actual gross sales/revenue for preceding December 31, \_\_\_\_\_ \$ \_\_\_\_\_
2. Total Gross receipts \$ \_\_\_\_\_
3. Calculate fee based on B3. \$ \_\_\_\_\_
4. Penalties due (Delinquent after end of February) \_\_\_\_\_% \$ \_\_\_\_\_
5. **Total Fees** \$ \_\_\_\_\_

**Owner Information**

Name of Owner \_\_\_\_\_ Social Security No. \_\_\_\_\_

Telephone number: ( ) \_\_\_\_\_ Home ( ) \_\_\_\_\_

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

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

\_\_\_\_\_ TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

owner

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

## PROJECTS WITH FEDERAL FUNDING REQUIREMENTS

### Conflict of Interest

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

### Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such

alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

**Assignment or Transfer**

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

**Availability of Records**

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

**Permits and Licenses**

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

**Taxes**

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

**Standards of Conduct**

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

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

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

**Nondiscrimination**

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

**Section 3 Clause**

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

**Davis Bacon Requirements**

When applicable contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor

Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

**Notices**

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

**Cancellation**

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

**Laws**

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

**Contract Documents**

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

**INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE**

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

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

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

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Signature

Notary Seal

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

**MWBE Good Faith Effort Participation Commitment Contract**

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

<b>BID NO:</b>	<b>DATE:</b>
----------------	--------------

<b>PROJECT NAME:</b>	<b>ADDRESS:</b>
<b>PRIME CONTRACTOR:</b>	<b>CITY:</b> <b>STATE:</b>
<b>CONTACT PERSON:</b>	<b>EMAIL:</b>
<b>TELEPHONE: (     )     )</b>	<b>FAX: (     )     )</b>

**MWBE SUBCONTRACTORS**

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

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

**NON-MWBE SUBCONTRACTORS**

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

Total Non-MWBE Participation	\$	%
Total Contract Amount	\$	