

***Bid Package  
For  
Butterfly Branch Pedestrian Bridge  
Project***

***CITY OF SPARTANBURG***

***JOB NO. SW 1701***

***December 28, 2016  
Proposal No. 1617-01-17-01***

**TABLE OF CONTENTS**

**Section**

*Invitation to Bid*.....

*Proposal with Liquidated Damages*.....

*Information for Bidders*.....

*Noncollusion Affidavit of Prime Bidder*.....

*Statement of Bidder's Qualifications*.....

*City Business License*.....

***Exhibit List***

- *Exhibit A - Scope of Work*
- *Exhibit A-1 Specifications/Provisions*
- *Exhibit A-2 Drawings*
- *Exhibit A-3- Bid Sheet*
- *Exhibit A-4- Bid Form*
- *Exhibit B - Insurance Requirements*
- *Exhibit C - S.C. Immigration Reform Act Form*
- *Exhibit D- City Business License Application*
- *Exhibit E - MWBE Participation Form*



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

**Legal Notice**  
**Request for Proposal for**  
**Butterfly Branch Pedestrian Bridge Project**

---

**December 28, 2016**

---

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is issuing Request for Proposal (RFP) to interested contractors with sufficient information to enable them to prepare and submit proposals for the consideration by the City of Spartanburg for Design Build Services for the construction of a pedestrian bridge at Farley Street adjacent to Mill Pond Road located in the City of Spartanburg.

**Proposal No. 1617-01-17-01**

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.

Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the Bid.

A Mandatory Prebid will take place on January 10, 2017 at 10:00 AM at the bridge site adjacent to #267 Farley Street.

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

Complete proposal package will be available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

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

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before Tuesday, January 17, 2017 no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

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

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

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at (864) 596-2049. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids. The following Proposal Number **Must** be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No: 1617-01-17-01**

## **Submission of Questions and Qualifications Statement**

Submit two (2) complete copies of the firm's Proposal Statement. Submittals received by facsimile machine or other electronic transmittal will not be considered. Submittals are to be in sealed envelopes or boxes marked with the caption "Proposal Statement for Construction Services" and must be submitted to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, P. O. Drawer 5107, Spartanburg, South Carolina 29304-1749, by 3:00 p.m., January 17, 2017. If using courier service, submittals should be sent to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, at 145 West Broad Street, Spartanburg, South Carolina 29306.

Technical questions regarding the scope of services should be directed to Jay Squires, Streets And Storm Water manager, (864) 596-2089 or by email at [jsquires@cityofspartanburg.org](mailto:jsquires@cityofspartanburg.org). Questions regarding the RFP process should be directed to Carl Wright, Procurement and Property Manager at 864-596-2790 or [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

### **Affirmative Action**

The contractor shall take affirmative action in complying with all state and federal requirements concerning fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

**PROPOSAL FOR**  
**Butterfly Branch Pedestrian Bridge Project**  
**CITY OF SPARTANBURG**

**Job No. 1701**

**BID**

**FROM:**

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

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

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

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

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

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

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

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

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

**Completion Time: 90 Days**  
**Liquidated Damages: \$300.00 per day**

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

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

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

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

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

Bidder acknowledges receipt of the following Addenda:

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

Date \_\_\_\_\_

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

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

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

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

Address:

\_\_\_\_\_ Firm \_\_\_\_\_

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

Title \_\_\_\_\_

(SEAL is bid is by a corporation)

## INFORMATION FOR BIDDERS

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

### 1. Bids

- a) Each Bid must be submitted in a sealed envelope, as advertised. Each sealed envelope containing a BID must be plainly marked on the outside as **BID for Butterfly Branch Pedestrian Bridge Project, Job No. 1701**, and the envelope should bear on the outside the Bid Number, name of BIDDER, his address, all license information, etc., typed thereon and sealed. If forwarded by mail, the sealed envelope contained in the BID must be enclosed in another envelope addressed to the OWNER as advertised.
- b) The Owner may consider informal any bid not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered.
- c) All bids shall be on the printed form contained herein or on copies thereof, and shall be for all labor, material and equipment required to complete the work embraced in the contract in accordance with the plans and specifications. Bid Documents shall include the Bid, the Bid Quantity, the Non-Collusion Affidavit and the Statement of Bidder's Qualification. Bids shall be typewritten or completed in ink. All blank spaces for bid prices must be filled in, in figures, or in both words and figures if so indicated in the bid form. In addition, any other information requested in the bid form must be completed.
- d) Each BIDDER is required to state in his proposal his name and place of residence and the names of all persons interested with him; in case of a corporation the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the BIDDER.
- e) If the Contract is awarded, it will be awarded by the Local Public Agency to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- f) If called for in the bid, each bidder shall submit a price for all alternates listed therein. Failure to do so will result in the bid being considered incomplete and may result in rejection of the bid.

- g) On the first sheet of the bid form, the bidder shall write his name and address, his bidder's license number; and contractor's license number, if required. In South Carolina, where a mechanical contract amounts to \$10,000 or more, the name and license number of the sub-contractor, where his bid is used, shall also be shown.
- h) Following the BID opening, the OWNER shall determine the Items, Alternates, and Additions to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER for such ITEMS, Alternates, and Additions, less the Deductions, so selected by the Owner in determining the low responsive, responsible BID. The OWNER reserves the right to reject any and all BIDS.
- i) The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the lump sum BID items to the satisfaction of the ENGINEER, before signing the contract documents.
- j) The Owner reserves the right to hold bids for a period of sixty (60) days after date of opening and to award the contract at any time during that period.
- k) Five (5) sets of plans and specifications will be furnished the successful Contractor at no cost and any additional sets requested will be furnished at cost.

## 2. INTERPRETATIONS OR ADDENDA

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

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

## 3. INSPECTION OF SITE

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

#### 4. ALTERNATIVE BIDS

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

#### 5. BID GUARANTY

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

A performance bond and payment bond, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract in the form attached hereto.

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

#### 6. COLLUSIVE AGREEMENTS

- a) Each Bidder submitting a Bid to the Local Public Agency for any portion of the work contemplated by the documents on which Bidding is based shall and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation with regard to any Bid submitted.
- b) Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form provided in Section SUBCONTRACTS under GENERAL CONDITIONS PART I hereof.

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

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

#### 8. UNIT PRICES

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

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

#### 9. CORRECTIONS

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

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

#### 10. TIME FOR RECEIVING BIDS

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

#### 11. OPENING OF BIDS

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

## 12. WITHDRAWAL OF BIDS

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

## 13. AWARD OF CONTRACT: REJECT OF BIDS

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

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

- a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Local Public Agency an Agreement in the form included in the Contract Documents such number of copies as the Local Public Agency may require.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bond. This bond shall be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).
- c) The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten days after the prescribed forms are presented for signature, or within such extended period as the Local Public Agency may grant, based upon reasons determined sufficient by the Local Public Agency, shall constitute a default, and the Local Public Agency may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising the defaulting Bidder shall have no claim against the Public Agency for a refund.
- d) The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms.

## 15. NOTICE TO PROCEED

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

## 16. WAGES AND SALARIES

- a) Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS PART II.
- b) The rates of pay set forth under GENERAL CONDITIONS, PART II, are the minimums to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

## 17. EQUAL EMPLOYMENT OPPORTUNITY

- a) Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Section EQUAL EMPLOYMENT OPPORTUNITY under GENERAL CONDITIONS PART I hereof).
- b) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

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

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

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

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

#### GENERAL GUARANTY

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

#### 18. LOCAL PUBLIC AGENCY

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

#### 19. TAXES

Attention is called to the following provisions of the South Carolina Tax laws:

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

- a) In addition to the above, the non-resident contractor is required to act as withholding agent for the State of South Carolina and withhold tax from wages paid to his employees working in South Carolina. It is the responsibility of the non-resident contractor to apply for an employer account number and file the quarterly withholding reports on or before the appropriate due dates.

#### 20. ENGINEER

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)

ss.

County of Spartanburg)

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

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

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

Subscribed and sworn to before me this

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

\_\_\_\_\_  
Title



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

-1-

Attest:

\_\_\_\_\_

By: \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_

Countersigned

by \_\_\_\_\_

<sup>6</sup>Attorney-in-Fact, State of \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

\_\_\_\_\_ (Corporate Seal)

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

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

**STATEMENT OF BIDDER'S QUALIFICATIONS**

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of, 20\_\_\_\_.

By: \_\_\_\_\_

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and  
says that he/she is \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that the answers to the fore-  
going questions and all statements therein contained are true and  
correct.

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

\_\_\_\_\_  
(Name) Notary Public for (State)

My Commission Expires \_\_\_\_\_

**CERTIFICATION OF NONSEGREGATED FACILITIES**

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

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

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

Date \_\_\_\_\_, 20\_\_

Official Address (including Zip Code).

\_\_\_\_\_

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

**WORK TO BE COMPLETED IN 90DAYS.**

# City of Spartanburg Butterfly Branch Pedestrian Bridge Project

---

## SCOPE OF WORK

The scope of the work for the Butterfly Branch Pedestrian Bridge project consists of the following;

**NOTE: awarded contractor to provide shop drawings for bridge & abutment design.**

Contractor shall submit a set of submittal drawings and calc. Books both signed & sealed by a professional engineer licensed in the state of South Carolina. The submittal drawings shall be in accordance to AASHTO & the city of Spartanburg building codes and shall be submitted & approved by the city of Spartanburg building inspection department.

Contractor is responsible for column installation and stone veneer columns and abutments.

**There shall be one (1) 10' width by 120' Length Pedestrian Bridge.**

1. Full design and calculation package for the bridge shall be submitted with the RFP
2. Bridge Manufacturer has to design/engineer bridge supports/abutments
3. Bridge Manufacturer shall construct the abutments and substructure for the bridge on site utilizing a pile-supported integral abutment design based on provided geotech report.
4. Bridge Manufacturer shall deliver, unload on site, and install the bridge
5. Mandatory Pre-bid Meeting with Site Visit

**General Construction:**

1. Use of de-icing agents on bridge structure is highly discouraged
2. Bridge bearings shall be constructed at same elevation
3. UHMW or teflon coated setting plates shall be shipped loose from bridge
4. Anchor & abutment design shall be by bridge contractor.
5. Bridge deck shall be cambered 2'-7" at mid-span HSS square & rectangular tubing shall be ASTM a500 gr b
6. Flat plate, angle, and channel shall be ASTM a36 bridge metal deck pan shall be galvanized and fastened using mechanical fasteners; 4,000psi concrete shall be provided by others for deck above metal pan. Temperature/shrinkage reinforcement and crack control joints are the responsibility of others all splice hardware shall be hot-dip galvanized (HDG); splice bolts shall be ASTM a325; splice washers shall be ASTM f436; splice nuts shall be ASTM a563, gr c or dh
7. Shop welding shall conform to the requirements of AWS d1.1:2010, steel structural welding code
8. Debur all exposed welds which may come in contact with pedestrians
9. All exterior surfaces of frame shall be blast cleaned in accordance with sspc-sp7

**General Conditions:**

1. AASHTO LRFD guide specifications for the design of pedestrian bridges, 2009
2. AASHTO LRFD bridge design specifications-7th edition, 2014 w/ 2015 & 2016 interim revisions
3. AASHTO standard specifications for structural supports for highway signs, luminaires, and traffic signals, 2013
4. AISC part 16.1-2010 specification for structural steel buildings
5. Galambos - guide to stability design criteria for metal structures, 1998
6. Standard engineering practice
7. This structure has not been analyzed for flood loading
8. Submittal calculation package design criteria
  - 90 psf live load
  - 10,000 lb vehicle load, 80% on rear axle
  - 50 plf rail live load, 200 lb rail point load
  - 90 mph wind load

**EXHIBIT A-1  
SPECIFICATIONS**

## **City of Spartanburg Butterfly Branch Pedestrian Bridge Project**

### **DESCRIPTION**

**This specification describes the materials, fabrication, and the design criteria for pedestrian bridge system of the nominal length, width, and height indicated on the drawings.**

**The pedestrian bridge shall be as supplied by a pre-approved equal with not less than five (5) years successful experience in the design and fabrication of pedestrian bridges of the type and quality required. The manufacturer must submit with the bid, evidence of five (5) years successful experience in the design and fabrication of steel pedestrian bridges.**

**These specifications are for a fully engineered clear span bridge of welded steel construction and shall be regarded as minimum standards for design and construction.**

**In addition to complying with all pertinent codes and regulations, Contractor shall acquire any and all permits and/ or licenses to perform the work and shall provide coverage for this work.**

### **Qualified Suppliers**

Each bidder is required to identify the intended bridge supplier as part of the bid submittal.

The contractor must provide the following documentation, for any proposed supplier:

\* Product Literature

\* All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:

- Project specific design calculations
- Project specific shop drawings
- Splicing and erection procedures
- Warranty information
- Inspection and Maintenance procedures
- Project specific pile-supported integral abutment design based on provided geotech report

A mandatory pre-bid meeting with site visit is required to be qualified to submit an RFP.

### **Part 1 - Materials**

- 1.1) **Painted Steel** Bridges which are to be painted shall be fabricated from ASTM A36 or A572 and tubular sections from ASTM A500 GR B.

1.2) **Bolts** Field splices shall be fully bolted with ASTM A325 high strength bolts in accordance with the AASHTO Specifications for Structural Joints. Type 3 hardware shall be used for weathering steel bridge. Galvanized hardware shall be used for painted or galvanized finishes.

1.3) **Deck** Decking shall meet one of the following criteria:

- **Concrete** The bridge shall be furnished with a stay-in place galvanized steel form deck suitable for pouring a reinforced concrete slab. The form deck shall be designed to carry the dead load of the wet concrete, weight of form decking, plus a construction load of 20 psf or a 150 pound concentrated load on a 1'-0" wide section of deck. When edge supports are used, deflection is limited to 1/180 of the span or, whichever is less. Without edge supports, deflection shall be limited to 1/180 of the span or 3/8". Whichever is less.

The form deck shall be either smooth or composite. Composite decking shall not be used as reinforcing when designing for concentrated loads (wheel loads). The decking shall be galvanized in accordance with ASTM A525 (G60) Concrete deck design shall be performed by the Bridge manufacturer.

Concrete decks shall be designed for concentrated load as specified in Section 4.1.3. The wheel loads used for deck design shall be distributed per the Structural Engineering Handbook by Gaylord and Gaylord. The load distribution width is equal to the tire width plus 0.6 times the slab span but in no case will it be greater than the smallest of the following values:

- 1/2 the deck width
- 75% of the wheel track spacing, or
- 4' + 0.06S, per AASHTO, where S = slab span in feet

## **Part 2 - Applicable Codes and Standards**

2.1) **Governing Codes and Standards** Bridges shall be designed in accordance with the AASHTO Guide Specification for the Design of Pedestrian Bridges, 2009 edition, where applicable and unless otherwise stated in the document.

2.2) **Reference Codes and Standards**

- AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009
- AASHTO LRFD Bridge Design Specifications, latest edition
- AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, latest edition
- AASHTO M 133 Standard Specification for Preservatives and Pressure Treatment Processes for Timber, latest edition
- AWS D1.1 Structural Welding Code – Steel, latest edition
- Galambos – Guide to Stability Design Criteria for Metal Structures, 1998
- National Design Specification for Wood Construction, ANSI NDS, latest edition
- American Wood Preservers Association Standards, latest edition

### **Part 3 - General Design Features**

- 3.1) Span** The bridge span shall be **120'**. The span shall be a straight line dimension measured from each end of the bridge structure.
- 3.2) Width** The bridge width shall be **10'**. The width shall be the clear width to structural members or accoutrements to the structure as measured at deck level.
- 3.3) Truss Style** The bridge shall be designed as a half-through Pratt truss with one (1) diagonal per panel and square ended vertical members. All end vertical members, unless specified otherwise, shall be plumb. Interior vertical members shall be perpendicular to chord faces.
- 3.3.1)** Bridges may be designed utilized an H-Section configuration where the floor beams are placed up inside the trusses.
- 3.3.2)** The distance from the top of the deck to the top and bottom truss members shall be determined by the bridge fabricator based upon structural and/or shipping requirements. When the bridge is in the floodplain, the overall height of the truss and distance from the deck to the bottom chord shall be minimized as much as possible.
- 3.3.3)** The top of the top chord shall not be less than fifty-four inches (54") above the deck (measured from the high point of the riding surfaces).
- 3.4) Maximum Weight** The Bridge shall be designed to such that the maximum shipped weight does not exceed \_\_\_\_\_ lbs to ensure the most cost effective support structure and installation.
- 3.5) Member Components** All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.
- 3.6) Deck** Decking shall be concrete, in accordance with section 1.3 of this document.
- 3.7) Attachments**
- 3.7.1) Safety Rails** Horizontal safety rails shall be placed on the structure up to a minimum height of fifty-four inches (54") above the deck surfaces. Safety rails shall be placed so as to prevent a four inch (4") sphere from passing through the truss. Safety rails shall be welded to the outside of the structure. Safety rails shall have their ends sealed and ground smooth so as to produce no sharp edges.

**3.7.2) Toe plate** The bridge shall be supplied with a toe plate mounted to the inside face of both trusses. The toe plate shall be welded to the truss members at a height adequate to provide no more than a two inch (2") gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher.

**3.7.3) Rubrails** The bridge shall be supplied with nominal two by six (2x6) pressure treated lumber. Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened at each support location. The top of the rubrail shall be two feet 10 inches (2'-10") above the top of the deck (measured at the outside edge of the deck).

**3.8) Camber** The bridge shall have a vertical camber dimension at midspan equal to one hundred percent (100%) of the full dead load deflection.

**3.9) Elevation Difference** The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

**Part 4 - Engineering** Structural design of the bridge shall be performed by or under the direct supervision of a professional engineer licensed within the project state, and in accordance with recognized engineering practices and principles.

**4.1) Design Loads** In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.

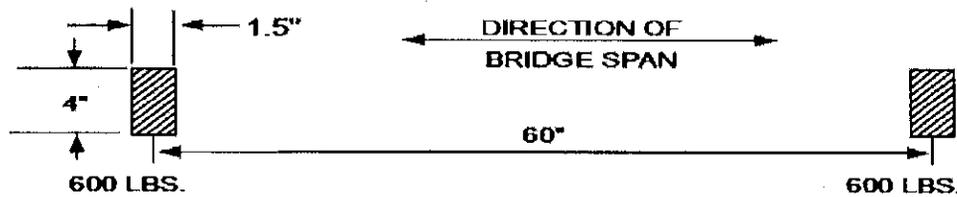
**4.1.1) Dead Loads** The bridge structure shall be designed considering its own dead load (superstructure and original decking) only. No additional dead loading shall be considered.

**4.1.2) Pedestrian Live Load**

- i. Main supporting members, including girders, trusses and arches shall be designed for a pedestrian live load of ninety pounds (90lbs) per square foot of bridge walkway area. The pedestrian live load shall be applied to those areas of the walkway so as to produce maximum stress in the member being designed. Pedestrian live loads shall NOT be reduced.
- ii. Secondary members such as bridge decks and supporting floor systems, including secondary stringers, floor beams, and their connections to main supporting members shall be designed for a live load of ninety pounds (90lbs) per square foot, with no reduction allowed.

**4.1.3) Vehicle Load** The bridge superstructure, floor system, and decking shall be designed for the following point load conditions:

- i. An occasional twelve hundred pound (1,200 lb) two wheeled vehicle with a wheelbase and tire print area as shown in the following diagram:



- ii. An occasional six thousand pound (6,000 lb) four wheeled vehicle where 80% of the load is considered to act on the rear axle and 20% on the front. All deck members and stringers shall be designed for a concentrated load of 30% of the vehicle load.

All of the concentrated or wheel loads shall be placed so as to produce the maximum stress in each member being analyzed. Critical stresses shall be calculated assuming there is only one (1) vehicle on the bridge at any given time. Assumptions that vehicles only travel down the center of the bridge or that the vehicle load is a uniform line load shall not be allowed.

A vehicle impact allowance shall not be required.

#### 4.1.4) Wind Load

- i. **Horizontal Forces** The bridge shall be designed for a wind load as specified by AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, latest edition. The wind load shall be applied horizontally at right angles to the longitudinal axis of the structure.

The wind load shall be considered both in the design of the lateral load bracing system and in the design of the truss vertical members, floor beams, and their connections.

- ii. **Overtopping Forces** The effect of forces tending to overturn structures shall be calculated assuming that the wind direction is at right angles to the longitudinal axis of the structure. In addition, an upward force shall be applied at the windward quarter point of the transverse superstructure width. This force shall be twenty pounds (20lbs) per square foot of deck.

**4.1.5) Top Chord Railing Loads** The top chord, truss verticals, and floor beams shall be designed for lateral wind loads, per Engineering – Horizontal Forces, herein and for any loads required to provide top chord stability as outlined in Engineering – Top Chord Stability herein. In no case shall the load be less than fifty pounds (50lbs) per lineal foot or a two hundred pound (200lb) point load, whichever produces greater stresses, applied in any direction at any point along the top chord, or at the top of the safety system (42" or 54" above the deck level) if higher than the top chord.

**4.1.6) Safety Rails** The safety rail system shall be designed for all infill loading of two hundred pounds (200 lbs) applied horizontally at right angles, to a one (1) square foot area at any point in the system.

## 4.2) Design Limitations

### 4.2.1) Deflection

- i. **Vertical Deflection** The vertical deflection of the main trusses due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of the span.

The vertical deflection of cantilever spans of the structure due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of the cantilever arm length.

The deflection of the floor beams due to service pedestrian Live Load shall not exceed one three-sixtieth (1/360) of its span.

The deflection of the deck and stringers due to service pedestrian Live Load or Vehicle Load shall not exceed one thousandth (1/1000) of their respective spans.

The service pedestrian Live Load shall NOT be reduced for deflection checks.

- ii. **Horizontal Deflection** The horizontal deflection of the structure due to lateral wind loads shall not exceed one three-sixtieth (1/360) of the span.

- 4.2.2) **Vibration** The fundamental frequency of the unloaded pedestrian bridge shall be no less than 3.0 Hz to avoid the first harmonic.

- 4.2.3) **Minimum Thickness of Metal** The minimum thickness of all structural steel members shall be three-sixteenths of an inch (3/16") nominal and be in accordance with the AISC Manual of Steel Construction "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America, Hollow Structural Sections, "Dimensions and Section Properties".

## 4.3) Analysis

- 4.3.1) **Load Combinations** The loads listed herein shall be considered to act in the following combinations, whichever produce the most unfavorable effects on the bridge superstructure or structural member concerned. [DL = Dead Load, LL = Live Load, WL = Wind Load, VL = Vehicle Load]

- Strength I
  - $1.25*DL+1.75*LL$
  - $1.25*DL+1.75*VL$
- Strength III
  - $1.25*DL+1.40*WL+1.40*OW$
- Service I
  - $DL+LL+0.3*WL+0.3*OW$
- Fatigue I

- Fatigue WL Only

The foundation engineer will determine any additional loads (i.e. earth pressure, stream force on abutments, wind loads other than those applied perpendicular to the long axis of the bridge, etc.) and load combinations required for design of the abutments.

**4.3.2) Frequency** Frequency analysis shall be completed to determine that the bridge frame is sufficient to avoid resonance due to frequencies likely encountered under normal use for the following load combinations and in accordance with section

**4.3.3) Top Chord Stability** The top chord of a half-through truss shall be considered as a column with elastic lateral supports at the panel points

**4.3.4) Welded Tubular Connections** All welded tubular connections shall be checked, when within applicable limits, for the limiting failure modes outlined in the ANSI/AWS D1.1 Structural Welding Code.

When outside the “validity range” defined in these design guidelines, the following limit states or failure modes shall be checked:

- Chord Wall Plastification
- Shear Yielding (Punching)
- Local Yielding of Chord Sidewalls
- Local Crippling of Chord Sidewalls
- Local Yielding of Branch Due to Uneven Load Distribution

All tubular joints shall be plain unstiffened joints and fabricated without the use of reinforcing plates, except as follows:

Floor beams hung beneath the lower chord of the structure may be constructed with or without stiffener (or gusset) plates, as required by design.

Floor beams which frame directly into the truss verticals (H-Section bridges) may be designed with or without end stiffening plates as required by design.

Where chords, end floor beams and in high profiles the top end struts weld to the end verticals, the end verticals (or connections) may require stiffening to transfer the forces from these members into the end vertical.

Truss vertical to chord connections.

**4.3.5) Bolted Splices** Bolted splice design shall be in accordance with Section J3 of the “Manual of Steel Construction: Allowable Stress Design” and in accordance with section 1.2 of this document. Splices shall be designed for the actual load in the member but in no case for less than 50% of the effective strength of the member. Bolted field splices shall be located on the bridge so as to produce a structure which can be economically shipped and erected. Splices across the width of the bridge

(in floor beams and wind braces) may be used, when necessary, to keep the overall structure width within reasonable limits for shipping.

## **Part 5 - Welding**

- 5.1) Welding** Welding and weld procedure qualification tests shall conform to the provisions of ANSI/AWS D1.1 "Structural Welding Code", 1996 Edition. Filler metal shall comply with the applicable AWS Filler Metal Specification (i.e. AWS A 5.28 for the GMAW Process). For exposed, bare, unpainted applications of corrosion resistant steels (i.e. ASTM A588 and A847), the filler metal shall comply with AWS D1.1, Section 3.7.3.
- 5.2) Welders** Each welder shall be a properly accredited operator, and shall:
- 5.2.1)** submit certification of satisfactorily passing AWS standard qualification tests for all positions with unlimited thickness of base metal,
  - 5.2.2)** have a minimum of six (6) months experience in welding tubular structures and
  - 5.2.3)** have demonstrated the ability to make uniform sound welds of the type required.

## **Part 6 - Submittals**

- 6.1) Submittal Drawings** Schematic drawings and diagrams shall be submitted to the customer for their review after receipt of order. Submittal drawings shall be unique drawings, prepared to illustrate the specific portion of the bridge(s) being fabricated. All relative design information such as member size, material specification, bridge reactions, dimensions, general notes, and required critical welds shall be clearly shown on the drawings. Drawings shall have cross referenced details and sheet numbers. All drawings shall be signed and sealed by a Professional Engineer registered in the state of South Carolina. A stamped electronic soft copy shall be provided. Hard copies may be provided at additional costs.

At minimum the following criteria must be included for approval:

- All Relevant Bridge Dimensions
- Bridge Cross sections
- Sufficient Detailing
- Member Cross sections
- General Notes indicating material specifications
- Weld Details
- Detail of Bolted Splices (if applicable)
- Signature and Seal of PE licensed in accordance with this specification
- Camber Details

**6.2) Structural Calculations** Structural Calculations for the bridge superstructure shall be submitted by the bridge manufacturer. All calculations shall be signed and sealed by a Professional Engineer licensed within the project state. The calculations shall include all design information necessary to determine the structural adequacy of the bridge. A stamped electronic soft copy shall be provided. Hard copies may be provided at additional costs.

At minimum the following criteria must be included for approval:

- Applied loads and conditions for all load combinations
- All resistance checks for axial, bending, and shear in each critical member type (i.e. top chord, bottom chord, vertical, floor beam, etc.)
- Truss and Floor Deflection Checks
- FEA Boundary Conditions
- FEA Data Input
- FEA Results and Supplementary Calculations for all Stress & Deflection Analyses
- FEA Results for Frequency Analysis
- U-Frame Stiffness Checks
- Bolted Splice Connections (if applicable)
- Bearing Plate Analysis
- Critical weld connection check for each truss member type (i.e. vertical, diagonal, floor beam, etc.)
- Welded Tubular Connections (see section 4.3.4 of this document for design check requirements)
- Bridge Reactions
- Expansion and Contraction Requirements and/or Induced Loads

## **Part 7 - Fabrication**

### **7.1) General Requirements**

- 7.1.1) Drain Holes** When the collection of water inside a structural tube is a possibility, either during construction or during service, the tube shall be provided with a drain hole at its lowest point to let water out.
- 7.1.2) Bolt Holes** Cut, drill, or punch standard bolt holes perpendicular to metal surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
- 7.1.3) Bearing Holes/Slots** Cut, drill, mechanically thermal cut, or punch bearing holes/slots perpendicular to steel surfaces.

## **Part 8 - Finishing**

### **8.1) Blast Cleaning**

8.1.1) All Blast Cleaning shall be done in a dedicated OSHA approved indoor facility owned and operated by the bridge fabricator. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.

8.1.2) To aid in providing a uniformly "weathered" appearance, all exposed surfaces of a weathering steel bridge shall be blast cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 Brush-Off Blast Cleaning, SSPC-SP7 latest edition.

8.1.3) Exposed surfaces of steel shall be defined as those surfaces seen from the deck and from outside of the structures. Stringers, floor beams, lower brace diagonals and the inside face of the truss below deck and bottom face of the bottom chord shall not be blasted.

8.1.4) All finishing shall be completed in manufacturer's shop prior to shipping.

8.2) **Painting** All exterior surfaces of steel shall be painted utilizing a 3-coat, zinc rich system. All exterior surfaces of steel shall be abrasively blast cleaned in accordance with SSPC-SP6 prior to application of the primer.

8.1.1) Zinc Rich Primer

8.1.2) Epoxy Midcoat

8.1.3) Polyurethane Topcoat

Bridges shall be provided with paint for touch up after erection.

8.3) **Galvanizing** Proper drainage and venting shall be provided for the galvanization process. All structural steel shall be zinc coat (hot-dip) galvanized per the specifications listed in ASTM A123. Hardware shall be zinc coat (hot-dip) galvanized per the specifications listed in ASTM A153.

## **Part 9 - Bearing Devices**

9.1) Bridge bearings shall consist of a steel setting or slide plate placed on the abutment or grout pad. The bridge bearing plate which is welded to the bridge structure shall bear on this setting plate. One end of the bridge will be fixed by fully tightening the nuts on the anchor bolts at that end. The opposite end will have finger tight only nuts to allow movement under thermal expansion or contraction.

9.2) Bridges in excess of 100 feet in length or bridges with dead load reactions of 15,000 pounds or more (at each bearing location) shall have Teflon on Teflon or stainless steel on Teflon slide bearings placed between the bridge bearing plate and the setting plate. The top slide plate shall be large enough to cover the lower Teflon slide surface at both temperature extremes.

## **Part 10 - Foundations**

10.1) The owner shall procure all necessary information about the site and soil conditions. Soil tests shall be procured by the owner. Unless specified otherwise, the bridge manufacturer shall determine the number, diameter, minimum grade and finish of all anchor bolts. The anchor bolts shall be designed to resist all horizontal and uplift forces to be transferred by the superstructure to the supporting foundations. Engineering design of the bridge supporting foundations (abutment, pier, bracket and/or footings), including design of anchor bolt embedments, shall be the responsibility of the bridge manufacturer. The bridge

manufacturer shall provide all materials for (including anchor bolts) and construction of the bridge supporting foundations. The bridge manufacturer shall install the anchor bolts in accordance with bridge bearing dimensions.

- 10.2) The bridge bearings shall sit in a recessed pocket on the concrete abutment. Minimum 28-day strength for the abutment concrete shall be 3,000 PSI. The bearing seat shall be a minimum of 16" wide. The step height (from bottom of bearing to top-of-deck) shall be determined by the bridge manufacturer.
- 10.3) Information as to bridge support reactions and anchor bolt locations will be furnished by the bridge manufacturer after receipt of order and after the bridge design is complete.

#### **Part 11 - Delivery and Erection**

- 11.1) Bridges will be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges are the responsibility of the manufacturer.
- 11.2) The bridge manufacturer will be solely responsible for the off-loading of the bridge structure on site. Necessary equipment for off-loading of the bridge structures shall be the responsibility of the bridge manufacturer.
- 11.3) The bridge manufacturer will be responsible for erecting the bridge on site. All equipment necessary for erection will be the responsibility of the bridge manufacturer.
- 11.4) The bridge manufacturer shall provide written inspection and maintenance procedures to be followed by the bridge owner.
- 11.5) No site work shall be subbed out. All abutment and bridge erection personnel shall be directly employed by the bridge manufacturing company.

## **EXHIBIT B INSURANCE REQUIREMENTS**

### **CONTRACTOR INSURANCE REQUIREMENTS**

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

#### **Insurer Qualifications**

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

#### **Certificates of Insurance**

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

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

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

#### **Primary Insurance**

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

### **Duration of Coverage**

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

### **Subcontractor's Insurance**

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

### **Waiver of Subrogation**

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

### **Additional Insured**

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

### **Insurance Coverage and Limits**

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

Limits:

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

Specific Coverage:

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

**Automobile Liability:** Contractor shall provide and maintain Business Auto

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

Limits:

Combined Single Limit Each Accident:	\$1,000,000
--------------------------------------	-------------

**Commercial General Liability:** Contractor shall provide and maintain in full force and effect Commercial General Liability Insurance covering all operations by or on be-

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

Limits:

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

Specific Coverage:

Occurrence Form  
Blanket Contractual Liability  
Underground Explosion and Collapse

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

Limits:

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

Specific Coverage:

Blanket Contractual Liability  
Follow Form Primary

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

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

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

**EXHIBIT A-3**

**Procurement & Property Division**



*Request for Proposal*

**Design & Build Services for Butterfly Branch Pedestrian Bridge Project.**

Proposal No. 1617-01-17-01

**(Show this number on envelope and all correspondence)**

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

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

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

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

Total Price \_\_\_\_\_

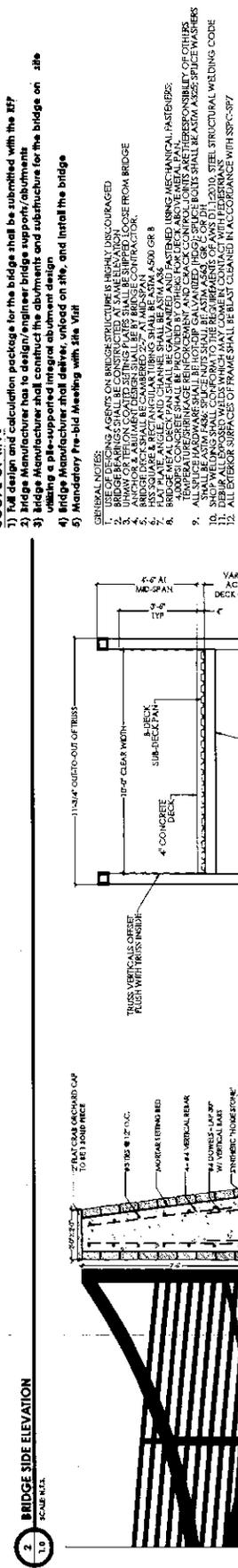
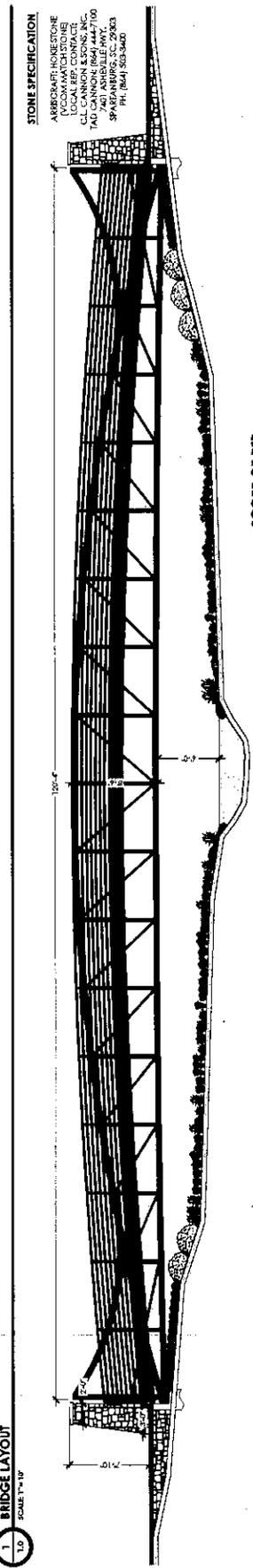
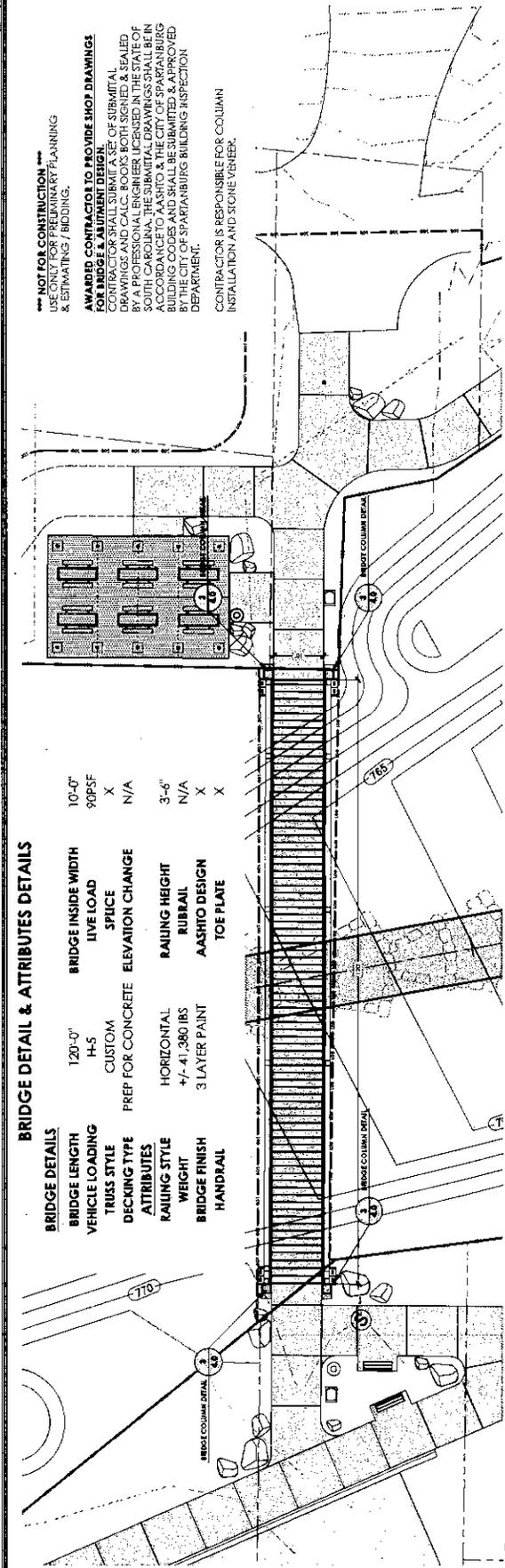
Company Name:	
Street Address:	
City, State, Zip:	
Telephone #:	
Fax #:	
Federal ID or SS #:	

SIGNATURE OF PROPOSALER'S REPRESENTATIVE

Name & Title: \_\_\_\_\_

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

**EXHIBIT A-2 DRAWINGS**



**GENERAL NOTES:**

- USE OF DESIGN AGENTS ON BRIDGE STRUCTURE IS HIGHLY DISCOURAGED
- UNPAID OR TYPED COPIES OF THIS DRAWING SHALL BE RETURNED TO THE CONTRACTOR
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
- ALL SQUARE & RECTANGULAR TUBING SHALL BE ASTM A500 GR B
- BRIDGE METAL DECKING SHALL BE GALVANNEAL AND FACTURED USING MECHANICAL FASTENERS
- TOPPER COARSE SHALL BE PROVIDED BY OTHERS FOR THE CONTRACTOR TO VERIFY
- ALL SPICE HARDWARE SHALL BE HOT-DIP GALVANIZED. SPICE BOLTS SHALL BE ASTM A325 SPICE WASHERS
- DEBRIS ALL EXPOSED WELDS WHICH MAY COME IN CONTACT WITH PERFORMERS
- ALL EXTERIOR SURFACES OF FRAME SHALL BE BLAST CLEANED IN ACCORDANCE WITH SSPC-SP7
- LOADING & DESIGN CRITERIA:
- AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF BRIDGE STRUCTURES
- AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL STEEL FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS 2013
- GAALABS - GUIDE TO STABILITY CRITERIA FOR METAL STRUCTURES, 1998
- THIS DRAWING IS NOT AN ANALYSIS
- SUBMITTAL CALCULATION PACKAGE DESIGN CRITERIA
- 10,000 LB VEHICLE LOAD, 80% ON REAR AXLE
- 50 PSF RAIL LIVES LOAD, 200 LB RAIL POINT LOAD
- 50 PSF WIND LOAD

**SCOPE OF RFP:**

- T.M design and calculation package for the bridge shall be submitted with the RFP
- Bridge Manufacturer has to design/engineer bridge supports/abutments
- Bridge Manufacturer shall construct the abutments and substructure for the bridge on site using a pre-supported integral abutment design
- Bridge Manufacturer shall deliver, uniced on site, and install the bridge
- Mandatory Pre-bid Meeting with site visit

## EXHIBIT C

**South Carolina's Immigration Reform Act**

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

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

\_\_\_\_\_ Contractor

\_\_\_\_\_ Subcontractor

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

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

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT D**



# BUSINESS LICENSE APPLICATION

Business Licenses expire December 31<sup>st</sup> each year.

City of Spartanburg | PO Drawer 1749 | Spartanburg, SC 29304  
Phone: (864) 596-2055 Fax: (864) 596-2424

For Calendar Year

**2016**

License Number (office use only):

**1. Location Information** (If outside City limits, write OUTSIDE):

Physical street address: \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_

**3. Describe business activity:**

**4. NAICS code** (required; see back):

**5. Rate Class** (office use only):

**2. Mailing Information:**

Legal/Organization name: \_\_\_\_\_  
DBA/name on signs: \_\_\_\_\_  
Mailing address: \_\_\_\_\_

**6. Applying for:**

New (Open \_\_\_/\_\_\_/\_\_\_)  Renewal  Closed (\_\_\_/\_\_\_/\_\_\_)

**7. Ownership:**

Individual  Partnership  Corporation  Other: \_\_\_\_\_

Minority/woman owned:  No  Yes

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

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

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

**a. New Business**

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

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

1. Actual gross revenue from last year: \_\_\_\_\_ - estimated revenue from last year: \_\_\_\_\_ = b.1. \_\_\_\_\_ (Indicate + or -)

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

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

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

**c. Established Business or Nonresident Contractor**

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

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

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

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

a. Base Fee: Covers the first \$2,000 in gross revenue. All businesses must pay at least the Base Fee on right. \$ \_\_\_\_\_ Base a. \$ \_\_\_\_\_

b. Total revenue from Section 10: \_\_\_\_\_ - \$2,000 = \_\_\_\_\_ ÷ 1,000 = \_\_\_\_\_

c. Add'l Fee: Per \$1,000 in gross revenue. Multiply final amount on line 11.b. by the Add'l Fee on right. \$ \_\_\_\_\_ Add'l c. + \_\_\_\_\_

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

e. Total Due: Add 11.a., 11.c., and 11.d. e. \$ \_\_\_\_\_

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

Address: \_\_\_\_\_ Tax Map #: \_\_\_\_\_

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_ State: \_\_\_\_\_ DL or ID #: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ State: \_\_\_\_\_ DL or ID #: \_\_\_\_\_

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

Printed Name

Phone

Signature of preparer

Date

# INSTRUCTIONS FOR FILING A BUSINESS LICENSE APPLICATION

## General Guidelines:

Every person engaged in or intending to engage in any business, in whole or in part, in the City of Spartanburg shall file with the Finance Office a Business License Application form, under oath, for a license to engage in such business. All businesses must obtain a business license prior to beginning operation inside the City limits.

- Print or type all information clearly. Complete all blank areas and sign the application to avoid delays in processing. This application will **not** be processed unless all requested information is provided and is legible.
- Verify all pre-printed information and correct any errors.
- Resident businesses and Nonresident businesses reporting on previous year gross revenue must apply for their license renewals and pay the license fee in full by the last business day in February to avoid penalties. Nonresident Contractors reporting on year-to-date (YTD) City revenue must apply for their license renewals and pay the license fee prior to beginning work for the year. Business License Adjustment forms should be used thereafter to upgrade their licenses for additional revenue/ contracts/ jobs/ work/ change orders received within the same calendar year. **Businesses that fail to purchase the license after formal notification shall be subject to a Municipal Summons.**

## Specific Notes by Section:

2. The Legal/organization name is usually a corporation, partnership, or owner's name (individuals should list last name first). The name that you are Doing Business As (DBA) appears on signage, vehicles, uniforms, business cards, and online/ phone book listings.
4. The six-digit North American Industry Classification System (NAICS) Code used on this application should match the NAICS code used on your Federal Tax return if you are a Resident Business. Nonresident Businesses should use the NAICS code that reflects the majority of their activities within the City.
6. If you are opening a new business, please list the estimated opening date. If you have closed, please list the closing date and return form.
10. Businesses located **inside** City limits must report total gross revenue, whether derived from inside or outside of the City limits. Be certain that the reported gross revenue correspond with the records of the business and with the return filed for the corresponding year with the SC Department of Revenue or Insurance Commissioner and the US Internal Revenue Service. Businesses located **outside** City limits report revenue earned inside the City limits only.

Deductions from your gross revenue are allowed if you are a resident business that pays a business license tax to another municipality. The deduction is limited to the gross revenue that was reported on that license. Satisfactory proof of this deduction must be attached to this application before the deduction will be allowed. A business may deduct sales, use, or excise taxes if these amounts are included in the total gross revenue. Neither allowable ordinance deductions for resident businesses or adjustments for second year businesses may reduce the renewal license fee to an amount lower than the base fee. All businesses must pay at least the base fee.

As stated in Section 4b of the Business License Ordinance, the business license fee is based on gross revenue for the preceding calendar year or, in the case of Second Year businesses that were open for less than a full year during the first year of operation, on a twelve-month projected revenue based on the monthly average for the preceding calendar year.

License fees are not prorated for temporary or seasonal businesses or businesses operating for a portion of the year, because the license fee calculation is based on gross revenue.

11. Penalties are calculated at a percentage of the license fee, however, **the minimum penalty is \$25.00:**

### Penalties for New Businesses estimating gross revenue and Nonresident Contractors using YTD City revenue:

- 15% if not filed prior to beginning operation/ work in the City of Spartanburg
- 5% additional for each month thereafter, until paid

### Renewal Penalties for Resident Businesses and Nonresident Businesses using previous year gross revenue:

- 5% if not filed or postmarked by the last day of February
- 15% if not filed or postmarked by the last day of March
- 5% additional for each month thereafter, until paid (i.e. May = 20%, June = 25%, July = 30%, etc.)

**For help completing this form, please call the City of Spartanburg Finance Office at (864) 596-2055 or visit us at 145 W Broad Street.**

Applications and checks may be mailed to:

**City of Spartanburg  
Business Licensing  
PO Drawer 1749  
Spartanburg, SC 29304**

# EXHIBIT E

**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						\$	
<b>MWBE CLASSIFICATION</b>							
<b>MBE-B - African American    MBE-S - Asian American    MBE-H - Hispanic American    WBE - American Woman    MBE N/A - Native American</b>							

**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						\$	

**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**