

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

RFP Legal Notice
Request for Proposals to Demolish NIP Structures

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to demolish structures in the City of Spartanburg at **208 Michael St. and 219 Herbert St.**

Proposal No: 1718-10-24-01

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.

IF YOU CANT COMPLETE THIS WORK WITHIN 30 DAYS OF ASSIGNMENT DO NOT BID ON THIS PROJECT.

Pre-Bid: Monday, October 16, 2017 at 9AM at the site, starting at 208 Michael St. then 219 Herbert St.

Please submit two (2) copies of your sealed proposals:

Sealed Bids Due Tuesday, October 24, 2017 no later than 3 PM. Proposals must be submitted to Carl Wright, Procurement and Property Manager, City Hall 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room.

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

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

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

Attn: Procurement and Property Division

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

Bidding Requirements for Contractors

This entire bid package consisting of all pages and one copy must be submitted back to City, or your bid will be considered incomplete and will be eliminated.

1. **THIS IS A ONE PRICE LUMP SUM PROJECT FOR THE DEMOLITION OF A HOUSES. PRESENT ONE PRICE TO COMPLETE THE RESIDENTIAL DEMOLITIONS AND SEWER ABANDONMENTS PER CITY AND STATE AND SSSD AND DHEC REQUIREMENTS**
2. Contractor and all sub-contractors must have a current City License and SC State License.
3. Contractors and all subcontractors must be fully insured per City's insurance requirements.
4. Must have three years of experience demolishing Residential and Light Commercial Buildings and know the regulations and protocol.
5. Must submit six references for work completed in the last twelve months on table D.
6. Management Companies (jobbers) (shoppers) who subcontract other companies to perform their work do not qualify.
7. Return entire RFP bound, all pages, signed or initialized, and One copy.
8. All sewer abandonments: the Contractor must use someone on the City's approved street cut list from the building officials office. They must be bonded/permitted to cut City and County and State streets.
9. The actual demolition of the structures cannot be subcontracted, the bidder must own a sufficient amount of dependable equipment and have enough personnel to complete the work in the 30 day time period required by the City.
10. The contractor must notify the Project Manager five working days prior to the start date before starting work with the exact dates they plan to complete the demolition.
11. **Work Time Schedule:** Acceptable working time is Monday thru Friday from 7AM to 6PM No night or weekend allowed.
12. **Pre Bid Conference:** The pre-bid conference is not mandatory however, if you do not attend the pre-bid conference and miss important information you are still responsible for information you missed.
13. **Contract:** The most responsive contractor will be asked to sign a contract with the City. This entire bid package will be part of the contract.
14. **Liquidated Damages: Liquidated damages for non-compliance of a late or incomplete contract will be deducted at \$100.00 per day and will be deducted from the original contract amount.**

Scope of Work

Measure all dimensions and number of stories including all basements out buildings and garages. Use Safe Work Practices to tear down, demolish, raze, remove, and cart away all materials to appropriate dumping facility comprising of said building(s) components, to ground level or basement level, if said building(s) has a basement, including all concrete slabs, floors, basement walls, foundations, footings, and sidewalks, steps, patios and driveways etc. to leave only ground and soil on the site.

MOST RETAINING WALLS WILL REMAIN UNLESS OTHERWISE SPECIFIED AT THE PREBID OR IN THE SCOPE OF WORK

Remove all debris of whatever character arising from the demolition of the building(s) including all contents demolition debris, debris in the yard, out buildings and cart away to leave the entire premises cleaned to ground level and seed and straw.

The contractor is required to clear the entire lot of all undergrowth, small trees, damaged trees, and dead trees. Standing healthy trees will not be removed unless specified. Clear fence lines, poles, or hedgerows that joins property line.

| |
|---|
| <u>New requirement, October 26, 2016.....</u> <u>All tree stumps must be removed</u> |
|---|

The Contractor must furnish everything to complete the work including but not limited to, all equipment, trucks, tractors and related equipment and materials, labor, Insurance and Workers Compensation and all DHEC Permits and City and State Permits and State and License to complete the work.

Fill all crawl spaces or basements or septic tanks holes with compactable red clay. Existing dirt on a lot may be used to level the lot if it does not cause erosion, depressions, or other drainage problems.

Asbestos

There should be no asbestos in these building, it will be tested and removed before it's assigned for demolition unless it's too dangerous to enter and work safely.

Lead Based Paint

It is very likely this house has lead based paint. The contractor must properly handle and dispose of debris containing Lead based Paint at a Subtitle D Landfill.

Typical Demolition

The typical demolished is 1000SF to 2000SF framed house with a two to four foot foundation, and 4/12 pitched roof a walkway and driveway underbrush and shrubbery removal

Field Verification

Field measure all structures and items present for the complete demolition
The City will use Spartanburg County Assessors information as a guideline.

Red Clay Compactable Fill

Include red clay compactable fill dirt to level the lot, include it in your total cost.

Topsoil

Include topsoil in your bid for each demolition to cover the entire area.

Tree Removal

When removing trees the Contractor is required to remove tree stumps and fill-in depression with dirt or grind the stump below grade.
Extra time and material will be allowed.

Dust Control

It is the responsibility of the contractor to use good judgment to control dust during demolition and keep complaints to a minimum. Use wet demolition practices if needed. If there is a problem with dust accumulating on other exterior property, the contractor will clean the exterior of property real or personal.

Safety Fence

Will be provided if needed.

Silt Fencing

The contractor will provide silt fencing if needed for erosion control or required by DHEC or City Staff.

**New requirement, October 26, 2016.....
Harley rake must be used to remove all debris before planting grass and applying straw.**

Grass Seed and Straw

The contractor is required to **fine grade** all areas so that there will be no depressions that would cause water to stand. The area must be clear so that grass can be mowed with a standard lawn mower. Once cleared and level, the contractor is required to meet the following planting schedule.

DURING THE SUMMER- PLANT BERMUDA OR CENTIPEDE PER MANUFACTORS RECOMMENDATIONS AND STRAW. NO RYE GRASS.

DURING THE WINTER – PLANT TERF TYPE FESCUE SEED AND STRAW, PER MANUFACTORS RECOMMENDATIONS NO RYE GRASS. Hydro seeding is allowed.

Call Backs

If the final grading leaves depressions that cause water to stand or too much debris remain or grass can't be cut with a lawnmower, the contractor will return and clean and reseed the lot at your expense. If grass does not grow within three months, the contractor at his own expense will return light till and reseed and straw the lots. Drought conditions will extend this by three months

Permanent Sewer Abandonments

Contractor must include the sewer abandonment in your bid.

Contractor must Follow SSSD and City sewer abandonment policy and procedures.

The Demolition Contractor is required to complete permanent abandonments if the sewer line is on the property where the demolition is located or in the street.

The contractor is required to follow the policy of SSSD and acquire a sewer permit from SSSD.

Septic Tanks

The Contractor will arrange for the septic tank to be pumped out, and will remove the tank and fill the hole with compacted red clay seed and straw area.

Extra time and material will be allowed with a change order request.

Wells

The contractor is required to fill any abandon or open wells to comply with state law.

Extra time and material will be allowed.

Gas Tanks

The contractor must have them removed properly.

Oil Tanks

Contractor must have the tank pumped out and removed from the property and meet all Environmental Regulations regarding the removal.

Extra time and material will be allowed with a change order request.

Utilities

The City will request that all Utility services be removed and confirmations sent to the Build Inspection, Permit Clerks. The contractor will coordinate with the Permits Clerks to obtain a Demolition Permit.

The contractor will field verify all utilities are removed before beginning work.

Locations of Utilities

The contractor is responsible for calling a utility locator before starting work.

Recycling Building Materials

The City of Spartanburg encourages contractors to recycle as much demolition debris as possible

Asbestos covered material or material containing asbestos cannot be recycled. It must be handled per DHEC Regulations.

Pre-Mature Stripping or Removal of Contents

The Public Safety Department, Code Enforcement, and Neighborhood Services Department monitor all houses. Premature stripping or removal of any contents or structural parts is a violation of the law and will be treated as such.

Original Waste Manifest Receipts

The original waste manifest receipts must be presented with the final invoice for all materials disposed.

Improper Disposal

Improper disposal will be reported to SCDHEC. The City of Spartanburg **will not pay** a contractor any portion of the contract if improper disposal occurs. Legal action may also be taken against the contractor.

Preparation of Bid

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

The lowest total BID will carry the most weight not the unit prices along with the contractor's ability to meet the City's needs.

Awarding Contracts

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

Lowest Bid

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed and scored for experience, pricing, quality of recent service, previous work history, references, State Licenses, State Registration, Insurances, Bonds, Subcontractors, Equipment Owned, Equipment Rented, Operators Experience, and Financial Stability. The City at its sole discretion will decide after a review which contractor, if any is responsive to the RFP.

Bid Submittal

INCOMPLETE BID INFORMATION OR UNSIGNED BIDS WILL BE REJECTED IMMEDIATELY WITHOUT RECOURSE.

Please submit **BOUND** this entire RFP one (1) original and one (1) copy of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for Building Demolition Services"

Table A Complete table A. Demolition Fee Schedule

Table B List the sub-contractors you plan to use. If none, indicate none.

Table C Complete Table C, Equipment

Table D Complete Table D, References

Immigration Reform Act: Read and Sign

Insurance Requirements: Read and Sign

NIP Program Notice 6: Read and Sign

TABLE A
DEMOLITION FEE SCHEDULE

MY PRICE FOR TOTAL DEMOLITION AND REMOVAL OF ALL DEBRIS AND SEWER ABANDONMENT ON THE PROPERTY IS.

208 Michael St. **Demolition**\$ _____

208 Michael St. **Grading, Seeding Straw**\$ _____

208 Michael St. **Total Cost**\$ _____

.....

219 Herbert St. **Demolition**\$ _____

219 Herbert St. **Grading, Seeding Straw**\$ _____

219 Herbert St. **Total Cost**\$ _____

.....

| |
|---|
| Total price to complete all is.....\$ _____ |
|---|

MY PRICE INCLUDES REMOVAL OF ALL MATERIALS AND THE SEWER ABANDONMENT ON THE PROPERTY AND EVERYTHING LISTED IN THE SCOPE OF WORK.

THIS PROJECT WILL BE REASSIGNED TO A DIFFERENT CONTRACTOR IF THE WORK IS NOT COMPLETED WITHIN 30 DAYS OF ASSIGNMENT.

Company Name

Owner or Company Representative Signature

Company Address

Cell Phone

Office Phone

Email

Federal Tax ID # or Social Security #

PRICES FOR ADDITIONAL SERVICES THAT MAY BE REQUESTED

PRICE TO PUMP OUT 1000 GALLON SEPTIC TANK, REMOVE TANK AND FILL WITH RED CLAY, SEED AND STRAW IS

.....\$_____EACH

PRICE TO FILL WELLS WITH LARGE STONE/ROCK REFERED TO AS SURGE DELIVEDED AND PUT IN PLACE IS:

.....\$_____PER LOAD

MANDATORY SEWER ABANDOMENTS

PRICE TO COMPLETE THE MANDATORY SEWER ABANDOMENT IN THE STREET

.....\$_____EACH

ONLY COMPANIES ON THE APPROVED CITY STREET CUT LIST MAY COMPLETE THIS PORTION OF WORK

Who will perform the work?

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

SEWERS ABANDOMENTS, STREET CUT PATCH FAILURE

If the street patch fails, drops or shrinks or collapse and does not hold, the contractor must return remove the failed patch and repair the problem and pass City inspection at you companies expense.

**TABLE C
EQUIPMENT**

I certify that I own sufficient equipment to complete the work according to the specifications and will not subcontract any part of this contract without written approval from the City of Spartanburg.

Company Name

Contractor/Owner Signature

Date

Table D
References

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

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

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

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

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

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

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

Company Name

Contractor/Owner Signature

Date

Immigration Reform Act

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

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

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

Contractor Name

Subcontractor

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

Name of Contractor or (Subcontractor, etc.)

By

Date

CITY OF SPARTANBURG
INSURANCE REQUIREMENTS FOR CONTRACTORS AND SUB CONTRACTORS
AND ALL VENDORS
September 30, 2010

**NOTE: DO NOT BID ON THIS PROJECT IF YOU CAN NOT MEET THE FOLLOWING
INSURANCE REQUIREMENTS!**

Each sub-contractor must also complete this form and furnish a Certificate of Coverage.

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor 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's operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed 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 - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 **minimum** for bodily injury each person/each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - Bodily injury and property damage combined.

Comprehensive general liability – 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. The amounts of such insurance shall not be less than \$1,000,000 per occurrence / personal & advertising injury, \$2,000,000 general aggregate / Products completed operations aggregate, \$100,000 damages to rented premises, and \$10,000.00 medical expense (any one person) in reference to General Liability.

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 \$1,000,000 each accident and disease - each employee and \$1,000,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

The Contractor 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 canceled, 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'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 from providing full insurance coverage on all phases of the projects, including any that are 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 to maintain continuous coverage as specified herein will result in this project 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.

I can and will maintain the insurance requirements during all related work.

Company Name

Contractor or Owner or Sub Contractor Signature

Date

FINAL INSPECTIONS

THE FOLLOWING MUST BE COMPLETED BEFORE YOU SUBMIT AN INVOICE FOR PAYMENT

THIS IS YOUR RESPONSIBILITY!!!!

THE BUILDING OFFICIALS OFFICE MUST BE CONTACTED REQUESTING A FINAL INSPECTION AND THE WORK MUST BE APPROVED.

THE ENGINEERING DEPARTMENT MUST BE SATISFIED WITH ANY STREET CUT REPAIRS AND EROSION ISSUES.

THE NEIGHBORHOOD SERVICES DEPARTMENT MUST BE SATISFIED THAT CONTRACTORS HAVE MET THE REQUIREMENTS OF THE CONTRACT AND BID SPECIFICATIONS.

THE SPARTANBURG SANITARY SEWER DISTRICT MUST BE SATISFIED WITH THE FINAL SEWER ABANDONMENT.

AT ALL TIMES!! YOU MUST COMPLY WITH ALL CITY AND STATE AND FEDERAL REGULATIONS WHETHER YOU KNOW THEM OR NOT YOU ARE RESPONSIBLE.

NIP DEMOLITIONS MUST MEET THE STATE REQUIREMENTS.

I UNDERSTAND AND WILL COMPLY WITH THE REQUIREMENTS FOR THE NIP PROGRAM FOR PAYMENT

COMPANY NAME

CONTRACTOR SIGNATURE

DATE

Neighborhood Initiative Program Requirements

For Final Inspection

Program Notice 6

This notice is being released to address properties that are not passing their final inspections. Many properties submitted for final inspection have had debris, trash, standing water and overgrown vegetation remaining on the lots. Inspectors are noticing that in some cases only the footprint of where the structure stood has been graded and seeded, the remaining areas of the property have not been touched. Inspectors are also having trouble determining where the property lines are for some of these properties, making it difficult to determine if all of the debris, trash, and overgrown vegetation have been removed. Some of these issues appear to be the result of contractors not being provided with a detailed scope of work and others appear to be a result of the time allowed to elapse between when the contractor is finished and final inspection is requested. In several instances, final inspections have been requested several months after the work had been completed.

To address these issues, effective immediately:

- **SC Housing inspectors will be conducting on-site visits for all final inspections.**
- **Each parcel must either be staked at the corners or a site map or plat that denotes the property's boundaries must be submitted with the final inspection request.**
- **Final inspections should be requested promptly after the work has been completed.**

It is important to make sure contractors are aware of the condition the property needs to be in after demolition has been completed. Language detailing the complete scope of work must be included in contracts. All lots must, at a minimum, be: free of debris and trash; properly graded; and seeded. Seed must be covered with straw or some other acceptable substance to prevent the seed from washing or blowing away. Erosion control measures must be in place to prevent soil and water from running off onto neighboring properties. There should be no detrimental site characteristics on the property such as tree stumps, overgrown vegetation, loose wires, de-activated power poles, etc. when the final inspection is requested. Below is a list of ***Frequently Asked Questions*** we have received regarding final inspections.

Does the entire lot need to be clear cut? No, the entire lot does not need to be clear cut. You can leave healthy trees, but all brush and overgrown vegetation must be removed.

Does the driveway need to be removed? This depends on the condition of the driveway and whether or not there are plans to redevelop the property which include re-using the driveway. Driveways in poor condition must be removed. If a driveway is in good condition and there are plans to redevelop the property and re-use the driveway, it can remain. This must be communicated to NIP Staff when submitting the final inspection request.

It is acceptable to cover driveways, patios and other remnants of concrete with dirt instead of removing them? No, covering driveways, patios and other remnants of concrete with dirt in lieu of removing it is not acceptable.

Can the lot be sprayed with hydro seed? Yes, hydro seed, which typically includes seed, fertilizer and mulch, is acceptable.

The property has a fence that is in bad condition, and it is also covered with weeds and vines. A portion of the fence is connected to a fence on the adjacent parcel and if removed, would require the neighboring property owner to replace that section in order for their backyard to remain enclosed with fencing. Is it acceptable to leave that section of fencing in place so the neighboring property owner does not have to spend money to rebuild it? Yes, if this is what the owner of the adjacent property would prefer, it is acceptable to leave that section of the fence. The overgrown weeds and vines should be removed and the reason for the fence remaining in place needs to be communicated to NIP staff so they can inform the inspector.

Can NIP funds be used to repair or replace that section of fence? Does this qualify as greening? Yes, this is an eligible greening expense as long as the fence is on the NIP parcel.

Do we need to wait for the grass to start growing before we request the final inspection? No, but the inspector must be able to see that the parcel has been seeded and that mulch or straw has been put down to prevent the seed from washing away.

There is an easement in the front of the property that is owned by the County. It contains a damaged retaining wall that is connected to the sidewalk. We cannot remove the damaged retaining wall because it belongs to the County, what should we do? Do not demolish or remove items that are not on the NIP parcel. We recommend you contact the County and notify them of the condition of the retaining wall. When submitting the final inspection request you will need to inform NIP staff that the damaged retaining wall was not removed because it is located in an easement that is not owned by the Partner.

Do I need to wait until SC Housing approves the final inspection before paying the contractor? Many Partners have had to request for their contractors return to the site to address the issues identified during the final inspection. It is recommended that a retainage be held and not released until the final inspection has been approved.

Questions regarding final inspections should be directed to your assigned program representative.

I agree to comply with the Final Inspection, Notice 6 Requirements

Signature

Date

Exhibit D
CITY OF SPARTANBURG, SC
Bidder Conflict of Interest Disclosure Form

The information called for in this questionnaire is for use by the City of Spartanburg in connection with its risk assessment procedures and related activities

Does your organization have any officers, managers, employees, or officials that are related to any employees, officials, board members, committee members or City Council Members of the City of Spartanburg, SC?

____ **No** (Please sign the certification below and promptly return this page with the W-9)

____ **Yes** (Please sign and provide the name(s) of the individual(s))

CERTIFICATION

I certify that the information herein supplied in response to this questionnaire is complete and correct to the best of my knowledge and belief and understand that the information submitted is subject to audit and verification by the City of Spartanburg.

Name of Authorized Official

Title of Authorized Official

Date

Signature

Phone

Email Address

Exhibit E

EXPERIENCE/ REFERENCES

List five jobs, similar in size, completed by Proposer. List dollar amount, brief description reference name and phone number for each job.

a. Name of Project: _____
Owner/Engineer: _____
Telephone No. _____
Address: _____
Date Started: _____
Date Completed: _____
Value of Contract: _____
Project Description: _____

B. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

C. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

D. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

E. Name of Project: _____
Owner/Engineer: _____
Telephone No.: _____
Address: _____
Date Started: _____ Date Completed: _____
Value of Contract: _____
Project Description: _____

Exhibits H
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at **independently and** without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on **by the City of Spartanburg** in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **City of Spartanburg** of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary

My Commission Expires: _____

Exhibit G
GOOD FAITH DOCUMENTATION 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

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 appraised 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

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.

| | |
|--------------------------|---|
| BID NO: | DATE: |
| PROJECT NAME: | |
| PRIME CONTRACTOR: | ADDRESS: |
| CONTACT PERSON: | CITY: STATE: |
| TELEPHONE: () | EMAIL: |
| | FAX: () |

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 | MBE-H - Hispanic | |
| 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 | | | | | | \$ | |