

**Northside Development Corporation
410 Magnolia Street
Spartanburg, SC 29303**

**Legal Notice
Request for Proposals to Demolish
residential structures in the Northside Neighborhood of the City of Spartanburg**

December 16, 2015

NOTICE IS HEREBY GIVEN - The Northside Development Corporation (NDC) a 501 c 3 non-profit community development corporation is seeking proposals from professional vendors to demolish structures in the Northside neighborhood located at 578 AND 482 BRAWLEY STREET, 328 COLLEGE, 251 AND 258 FOLSOM, 225 MILAN, 172 RAINDROP, 557 AND 579 VERNON, 159 W. PEARL, 631 FULTON AND 787 N. VERNON. NO ONE CONTRACTOR WILL BE SELECTED FOR ALL PROPERTIES. INTERESTED VENDORS SHOULD CONSIDER GROUP PRICING AS INDICATED BELOW IN "PROJECT GROUPS 1,2 AND 3".

Proposal Name: NDC NIP Demolition Part 2

The Northside Development Corporation (NDC), 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. NDC will also provide preference to existing qualified Northside businesses whenever possible although due to the nature of funding for these services may be limited by the procurement and selection guidelines outlined by the City of Spartanburg (the Lead Entity for the NIP funding) and the State Housing Finance's NIP (the Program Administrator) procurement and financial requirements as outlined in the NIP Manual.

NDC reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by NDC 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. Vendors must have the certification and insurance requirements in Attachment # 1.

Pre-Bid: December 23rd 1pm at 410 Magnolia Street, Spartanburg SC 29303. A Bid Package can be obtained by contacting the NDC contact at the office listed below. Information can also be viewed on the City of Spartanburg's website at www.cityofspartanburg.org.

Please submit two (2) copies: Sealed Proposals shall be submitted to Tammie Hoy Hawkins, at NDC, on or before **December 30TH no later than 4 PM, 410 Magnolia Street Spartanburg, SC 29303.**

Technical question regarding the scope of services should be directed to Curt McPhail or Tammie Hoy Hawkins, 864.598.0097.

IF YOU CANNOT COMPLETE THE WORK INDICATED IN A "PROJECT GROUP" WITHIN 30 DAYS OF ASSIGNMENT DO NOT BID ON THESE PROJECTS. A PROJECT REPRESENTS ONE GROUP.

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

**Northside Development Corporation
410 Magnolia Street
Spartanburg, SC. 29303**

Attn: Northside Development Corporation NIP Demolition Part 2

For further information, contact the Northside office at (864) 598-0097.

Submit two (2) complete copies of the firm's Proposal Statement and Complete Bid Package. 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 NDG NIP" for "Demolition Part 2"** and must be submitted to the attention of Tammie Hoy Hawkins, NDC, 410 Magnolia Street, Spartanburg, South Carolina 29303, by 4:00 p.m., December 30th. Proposal Title Must be placed on the outer envelope in order for the bid to be Stamped in and accepted on time.

To receive a full bid package and ask technical questions regarding the scope of services and the RFP please contact Curt McPhail or Tammie Hoy Hawkins, 864.598.0097.

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.

**The Northside Development Corporation
Request for Proposals for Demolition of Residential Structure**

December 16, 2015

The Northside Development Corporation is requesting Proposals for demolition of residential structures in the Northside neighborhood of Spartanburg.

Bidding Requirements for Contractors

This entire bid package and one copy must be submitted or your bid will be considered incomplete and will be eliminated

- 1. THIS IS A LUMP SUM PRICED PROJECT FOR THE DEMOLITION OF HOUSES LISTED IN EACH OF THE THREE GROUPS. PRESENT PRICING TO COMPLETE THE RESIDENTIAL DEMOLITIONS, SEWER ABANDONMENTS, AND SITE RESTORATION PER CITY AND STATE AND SSSD AND DHEC REQUIREMENTS AS INDICATED PER GROUP.**
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 five 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. 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 NDG.
10. The contractor must notify the Project Manager five working days prior 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:** **DECEMEBER 23RD 1PM 410 MAGNOLIA STREET SPARTANBURG SC 20303.** Bid Packages can be obtained through NDG offices.
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 \$300.00 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 charter 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. When removing trees the Contractor is required to remove tree stumps and fill-in depression with dirt or grind the stump below grade. Clear fence lines, poles, or hedgerows that joins property line.

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 this building, it will be tested and removed before it's assigned for demolition unless it's too dangerous to enter and work safely.

Change Orders

No Change Order request will be permitted without NDG approval. Change orders will be considered on a case by case.

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 all disturbed areas.

Tree Removal

If a Contractor is required to remove a tree you must remove the stump and fill-in depression with dirt.
Extra time and material will be allowed.

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.

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.

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

You must include the sewer abandonment in your bid.
You must Follow SSSD and City sewer abandonment policy and procedures.
The Demolition Contractor is required to complete permanent abandonments if the main sewer line is on the property where the demolition is located or in the street. The contractor would be 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 PUPS or a utility locater 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.

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. NDG 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 lowest bid will not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed for pricing, experience, previous work history, references, State Licenses, State Registration, insurances, bonds, subcontractors, equipment owned, equipment rented operator experience, and financial stability. NDC at its sole discretion will decide after a review which contractor(s), if any is responsive to the RFP. NDC 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 NDC in regard to this project shall be consistent with the NDC'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. NDC 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 List

Table D Complete Table D, References

Immigration Reform Act: Read and Sign

Insurance Requirements: Read and Sign

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 DELIVED AND PUT IN PLACE IS:

.....\$ _____ PER LOAD

MANDATORY SEWER ABANDONMENTS

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 ABANDONMENTS, 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.

FINAL INSPECTIONS

THE FOLLOWING MUST BE COMPLETED BEFORE YOU SUBMITT 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.

I UNDERSTAND AND WILL COMPLY WITH THE REQUIREMENTS FOR FINAL PAYMENT

COMPANY NAME

CONTRACTOR SIGNATURE

DATE

DEMOLITION FEE SCHEDULES

TABLE A1: 482 Brawley St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	3,112 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A2: 578 Brawley St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,291 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A3: 328 College St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,914 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A4: 251 Folsom St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,118 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A5: 258 Folsom St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	2,355 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A6: 631 Fulton St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,800 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A7: 225 Milan St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,232 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A8: 787 North Vernon St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,652 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A9: 172 Raindrop St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,300 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A10: 557 Vernon St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,086 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A11: 579 Vernon St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	902 SF	
Sewer and Water Fill	1		
Greening	1		

TABLE A12: 159 West Pearl St

Materials to be removed	Quantity	Measurement	TOTAL \$
Demolition	1	1,432 SF	
Sewer and Water Fill	1		
Greening	1		

VENDORS ARE ENCOURAGED TO BID ON ALL PROPERTIES AND SHOULD BID EACH PROPERTY SEPARATLY AS INDICATED ABOVE.

VENDORS ARE ALSO ENCOURAGED TO PROVIDE PROJECT GROUP PRICING FOR GROUPS INDICATED BELOW FOR BETTER PRICING. NO ONE CONTRACTOR WILL BE AWARDED ALL PROPERTIES OR ALL PROJECTS TO ENSURE TIMELY PROJECT COMPLETION.

GROUPS INCLUDE: GROUP 1, 2, and 3

FEE SCHEDULE FOR THIS PROJECT

MY PRICE FOR TOTAL DEMOLITION AT THESE LOCATIONS ARE:

PROJECT GROUP 1:

PROPERTY	TOTAL \$
578 Brawley St.	
328 College St.	
251 Folsom St.	
258 Folsom St.	
TOTAL	

PROJECT GROUP 2:

PROPERTY	TOTAL \$
225 Milan St.	
172 Raindrop St.	
631 Fulton Ave	
482 Brawley	
TOTAL	

PROJECT GROUP 3:

PROPERTY	TOTAL \$
787 N Vernon	
557 Vernon St.	
579 Vernon St.	
159 W. Pearl St.	
TOTAL	

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

YOUR FINAL PAYMENT WILL BE DELAYED AND ANY ADDITIONAL COST WILL BE DEDUCTED FROM YOUR ORIGINAL BID PRICE IF THIS PROJECT IS NOT COMPLETED WITHIN 30 DAYS.

I agree to complete this work if assigned within in 30 days “Thirty Days” of the assigned date including the ten-day notification to DHEC.

Company Name

Tel. No _____

Address

Cell No. _____

City State

Fax Number _____

Federal ID No. or SS _____

Email Address _____

SIGNATURE OF PROPOSALERS REPRESENTATIVE

TITLE DATE

TABLE C

EQUIPMENT LIST

List equipment you own and plan to use on this Job

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 #: _____
NDC, State, Zip: _____ Fax #: _____

Company Name

Contractor/Owner Signature

Date

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.

I _____
Contractors Name

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 NDC 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.)

Contractors Signature

Date

ATTACHMENT #1

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

NOTE: DO NOT BID ON THIS PROJECT IF YOU CANNOT MEET THE FOLLOWING INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY AND OTHER INSURANCE: The Contractor shall purchase and maintain with a company acceptable to the NDC 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, pollution liability, 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 NDC of Spartanburg in advance.

Property Insurance including Builders Risks - Property coverage will name the NDC of Spartanburg as loss payee in instances where the NDC 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 NDC 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 NDC thirty (30) days advance notice by registered mail.

The NDC 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 NDC under breach of contract.

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

I can and will meet all insurance requirements while performing all work.

Company Name

Contractor/Owner Signature

Date