

City of Spartanburg

Procurement and Property Division

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

Legal Notice

Request Proposal to Demolish Residential & Light Commercial Structures

December 3, 2010

NOTICE IS HEREBY GIVEN - The City of Spartanburg is requesting proposals to demolish structures at various locations throughout the City of Spartanburg throughout 2011.

Proposal No. (Demo) 1011-12-28-02

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.

Pre-Bid: NONE SCHEDULED

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before **Tuesday, December 28, 2010, 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.

Technical question regarding the scope of services should be directed to Lynn Coggins, Construction Project Administrator, 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.

December 3, 2010
The City of Spartanburg, Neighborhood Services Department
Request for Proposal to Demolish Residential and Light Commercial Structures

Notice is hereby given that The City of Spartanburg is requesting proposals to demolish structures at various locations throughout the City of Spartanburg.

Bidding Requirements for Contractors

Must be Currently Licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary of State or other State, and Bonded and Insured as a Demolition Contractor and enclose a copy of each.

Must have at least three years of experience demolishing Residential and Light Commercial Buildings.

Must submit six references for work completed in the last twelve months on table D.

Must own sufficient equipment to complete the work and supply a list of equipment you plan to use.

Sub contractors must meet the same requirements.

Management Companies will not qualify as Contractors unless they own substantially all equipment to complete the work and can have a supervisor on site at all times and furnish proof of all requirements.

TO PRESENT A PROPOSAL FURNISH A "PER SQUARE FOOT" PRICE TO COMPLETE RESIDENTIAL AND LIGHT COMMERCIAL DEMOLITIONS ON TABLE A.

Please estimate by the exterior dimensions and number of stories including all finished basements.

out buildings and garages.

When assigned you must field measure each structure and present a total price for each structure.

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

The City will use Spartanburg County Assessors information as a guideline to determine the estimated square footage of a building and physically measure the buildings

NOTE: The average house to be demolished is 800SF to 1200SF with a two to four foot foundation, and 4/12 pitched roof.

THIS RFP WILL BE FOR STRUCTURES ASSIGNED, FROM January 1, 2011 THROUGH DECEMBER 31, 2011. A contract will be signed with the chosen contractor.

Proposals

The contractor must submit an itemized proposal for each demolition. If accepted a change order will be implemented and signed by both parties.

Change Orders

The City of Spartanburg may add or remove an item or structure from the list at its sole discretion. A change order and requisition will be completed for all unlisted demolitions.

Scope of Work

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, sidewalks, steps, walls, patios etc. to leave only ground and soil on the site.

RETAINING WALLS WILL REMAIN UNLESS OTHERWISE SPECIFIED.

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 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 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 dirt preferably, 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.

Include one load of topsoil in your bid for each demolition.

Tree Removal

If a Contractor is required to remove a tree you must fill-in depression with dirt or grind the stump below grade. Extra time and material will be allowed with a change order request.

Asbestos

Environmental testing was performed and asbestos if discovered was removed. If more asbestos is found, the contractor will be responsible for separating it from the other waste and notifying the Owner of its existence. There will not be an increase of the contract amount.

Lead Based Paint

It is very likely all houses have lead based paint. The contractor must dispose of debris containing Lead based Paint at a Subtitle D Landfill.

Dust Control

It is the responsibility of the contract 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 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 MANUFACTURERS RECOMMENDATIONS AND STRAW. NO RYE GRASS.

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

Wild Flower Mixture

There will be certain lots where a blend of wild flowers and grass along with straw must be planted. Plant the Wild Flower mixture only with the consent of the City's Construction Project Administers approval. Plant twice the seeds the manufacture suggests.

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. If grass or wild flowers do not grow within three months, the contractor at his own expense will return and reseed and straw the lots. Drought conditions will extend this by three months

Permanent Sewer Abandonments

Follow SSSD Sewer Abandonment Policy.

The Demolition Contractor may be required to complete permanent abandonments if the main sewer line is on the property where the demolition is located. The contractor would be required to follow the policy of SSSD and acquire a sewer permit from SSSD. All sewer abandonments will be priced on TABLE A

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 dirt preferably, 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 with a change order request.

Gas Tanks

The contractor must have them removed from the property by calling the owner or personally removing it.

Oil Tanks

Must be pumped out and removed from the property

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.

PUPS-Locations of Utilities

The contractor is responsible for calling PUPS before digging.

Recycling Building Materials

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

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.

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

Provide **original waste manifest receipts** and the address on each ticket where the waste originated.

Payment will not be made to the contractor without the original waste manifest tickets.

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 any violators.

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: See Attachment

Optional bid request for sewer abandonments: Table A

For technical information, contact Lynn Coggins, Construction Project Administrator, City of Spartanburg at 864-596-2914.

Pre-Bid Tour

NONE SCHEDULED

Bid Submittal Deadline

Bids must be returned to The Procurement Office, attention of Carl Wright, no later than Tuesday, December 28, 2010 P O Box 5107, Spartanburg, SC 29304

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"

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.

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.

The lowest bid does not automatically guarantee a contractor will get the work they bid on. Bids will be reviewed for pricing, experience, quality of service history, 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.

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

TABLE A

DEMOLITION FEE SCHEDULE

PRICE PER SQUARE FOOT FOR TOTAL DEMOLITION AND REMOVAL OF THE HOUSE or MAIN STRUCTURE AND OUT BUILDINGS AND GARAGES IS:

\$_____SF

PRICE PER LOAD FOR FILL DIRT, "RED CLAY", DELIVERED AND SPREAD IS:

\$_____PER LOAD

PRICE PER LOAD FOR TOPSOIL DELIVERED AND SPREAD IS:

\$_____PER LOAD

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

\$_____EACH

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

PER LOAD

\$_____

OPTIONAL BID

MY PRICE TO ABANDON SEWERES AT MAIN PER SSSD, CITY, AND STATE GUIDELINES

FLAT RATE EACH ON PROPERTY \$_____

FLAT RATE EACH IN STREET \$_____

1- 8 FEET DEEP IN STREET \$_____

8-12 FEET DEEP IN STREET \$_____

12+ FEET DEEP IN STREET \$_____

PERMALINER IN STREET \$_____

ADDITIONAL TRAFFIC CONTROL

FLAT RATE EACH \$_____

ON CITY STREETS \$_____

ON COUNTY ROADS \$_____

ON STATE ROADS \$_____

Company Name

Contractor/Owner Signature

DATE

TABLE B

PROPOSED SUBCONTRACTS

Name of Sub Contractor	Type of Contract

Company Name

Contractor/Owner Signature

Date

TABLE C
List equipment you own and plan to use on this Job

Company Name

Contractor/Owner Signature **Date**

Table D
List References

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.

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

Date

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

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

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 begin.