

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
Environmental Assessment & Compliance Review
or HUD-4128

January 5, 2011

NOTICE IS HEREBY GIVEN - The City of Spartanburg is requesting proposals for a Phase II Modified Environmental Assessment (EA) for **HUD** funded Proposals of the Cammie Clagget Public Housing Project, but not limited to only that site. The recommended format required is per 24 CFR58.36 revised March 2005 modified December 2007 (Previously recommended EA formats are obsolete). The Phase II Modified Environmental Assessment for **HUD** funded Proposals will be used for all future reviews for City of Spartanburg projects. For information on HUD Environmental Assessment requirements use the following website.
www.hud.gov/offices/cpd/environment/

Proposal No: (Environmental) 1011-01-25-02

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, January 25, 2011, 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

Proposal No: (Environmental) 1011-01-25-02

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.

REQUEST FOR PROPOSAL
HUD Environmental Site Assessment
Cammie Clagget Public Housing Project
December 21, 2010

The City of Spartanburg is requesting an Environmental Site Assessment and Compliance Report HUD - 4128 or its latest version to satisfy a proposed **HUD** funded project for the Cammie Clagget Public Housing Project. A map showing the approximate location of the proposed properties is attached. The contractor is responsible for verifying the correct locations, addresses, tax map identification number(s), and ownership history for the properties. It is assumed that contractors submitting bids in response to this solicitation have visited the properties have performed site assessments in the area, and are generally familiar with the extent and nature of current and past industrial/waste handling activity in the area.

Scope

Work will include performing all activities needed to complete a HUD-4128 under the most current guidelines. The report should include all of the listed properties on attachment "A" into one stand-alone report. Further, the report should address the properties as one large multi-use property. All aspects of the assessment, including the report, must meet current ASTM suggestions and requirements. The report must contain information identified in the ASTM standards and must be in the format recommended by the standard. The contractor must be clear that all work must follow the most recent guidelines (except as amended by this scope of work) and that the report must use the format suggested in the guidelines.

For this assessment, the contractor is not required to prepare a full chain of title for each of the properties. However, the most recent title (deed) records for each property shall be reviewed to verify the current owner and to determine if any environmental liens are present. Further, the abbreviated chain of title for each of the properties will only be accepted if other standard historical sources reviewed by the contractor provide the necessary information to meet current requirements.

The report must include copies of select aerial photographs (8 ½ by 11 inch photocopies are acceptable). A draft report(s) will be submitted for review/comment. The revised report shall address reviewer comments. Upon approval of the final draft, four copies (bound) of the final report must be submitted by the contractor. Electronic copies must also be provided for the text and all tables.

Site Information

The site is located on the following streets; Daniel Morgan Avenue, Concord St., Beacon St., Bunker St., South Forest St., Bethlehem Dr. Highland Ave. Norris St., and West Henry St. The Housing Project consists of 49 buildings and 150 units. See the attached drawings for location details.

The following block map numbers are to be included in the study. 7-16-01-88, 7-16-1-96, 7-12-13-254, 7-16-01-211, 7-16-01-299, 7-16-01-152, 7-16-01-247, 7-16-01-169 7-16-01-262, 7-16-01-325, 7-16-05-7, 7-16-05-8, maps are attached for your convince

Schedule

Time is of the essence. The first draft report must be prepared within 20 working days of contract award; and, final reports must be provided within 5 days of receiving comments on the draft report.

Bidder Qualifications

Bidders must meet all local, state and federal requirements to perform requested work. Certified or licensed professionals (e.g., Professional Geologist, Professional Engineer, SC Certified Lab, Certified Well Driller, etc.) must be used to perform work as required. Bidders must be familiar with applicable standards and must have previously prepared Environmental Assessments for properties. Experience performing Environmental Assessments of multiple properties with a variety of uses is required. The successful contractor must have an appropriate health and safety plan and all onsite personnel must have appropriate health and safety training.

Bidder Responsibility

Each bidder shall be fully acquainted with conditions relating to the site, the scope of work, applicable ASTM standards, and restrictions associated with acceptable execution of requested work. Bidders should keep the proposal process confidential. As of this time, site access has not been granted to the City of Spartanburg to conduct assessment activities on these properties and the current owners should not be contacted until notified otherwise. The proposed properties can be viewed from the streets. Failure or omission of the bidder to acquaint themselves with site conditions shall in no way relieve them of any obligation with respect to their bid or subsequent contract.

Proposal Information

Interested bidders should submit proposals that address the basic activities related to implementing a Phase II assessment as outlined in current ASTM standards. Proposed activity must be bid on a **fixed price basis**.

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 changes to the contract.

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

Table A Complete table A. 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

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, January 25, 2010, P O Box 5107, Spartanburg, SC 29304

Please submit BOUND this entire RFP one (1) original and two (2) copies of your bid in a sealed envelope reflecting on the outside thereof the bidder's name and "Sealed Bid for Environmental Assessment 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.

City of Spartanburg

Procurement and Property Division

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

Price Form

Proposal No: (Environmental) 1011-01-25-02

TABLE A
FEE SCHEDULE

Price to complete all work..... \$_____

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 items at the prices set forth the items unless otherwise specified, within _____
Calendar days after receipt of purchase order; contract and/or notice proceed.

Discounts will be allowed as follows: __%, If paid within _ days. __%, If paid within __ days.

I attest that the price of hose shall be good for _____years. After such time hose prices may increase.

Company Name _____

Tel. No _____ **Cell No.** _____

Post Office Box _____

Fax Number _____

Street _____

Federal ID No. or SS _____

City _____ **State** _____ **Zip** _____

Email Address _____

SIGNATURE OF PROPOSALERS REPRESENTATIVE _____

TITLE

DATE

TABLE B
PROPOSED SUBCONTRACTS

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.

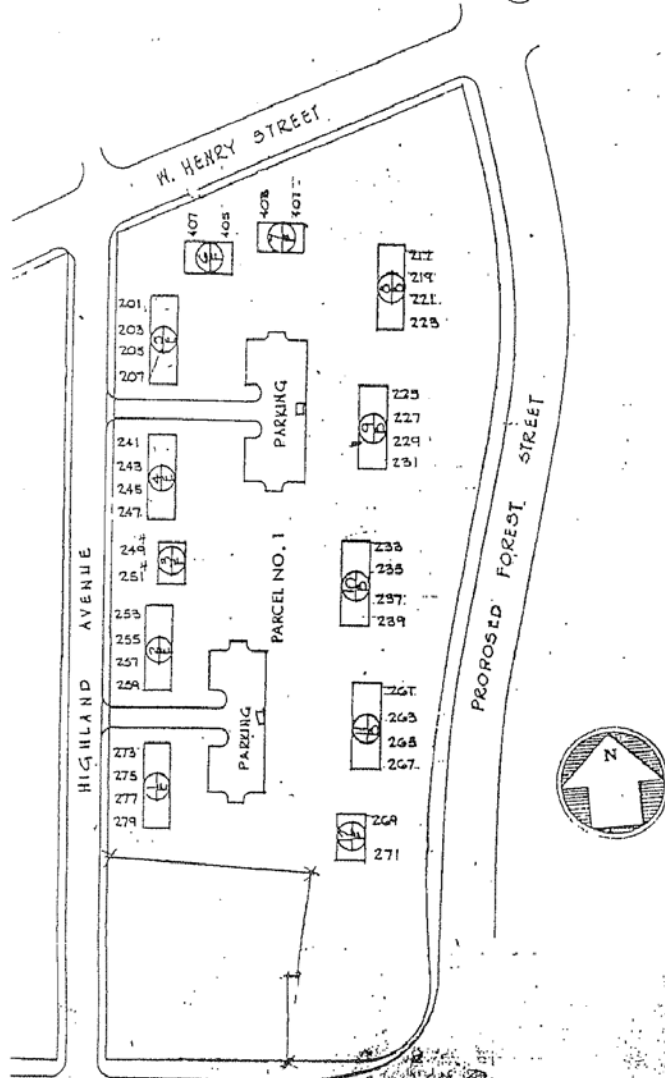
When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established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

Cammie Claggett

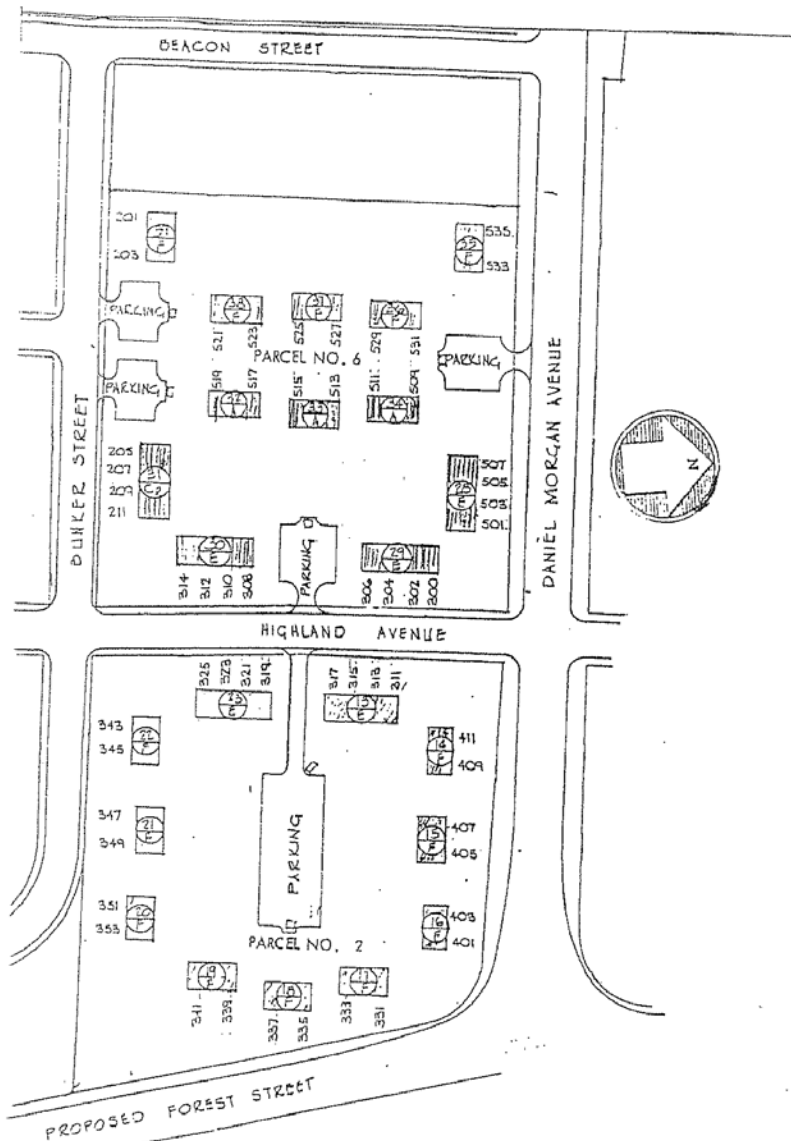


DANIEL MORGAN AVENUE

THE HOUSING AUTHORITY of THE CITY of
SPARTANBURG, S. C. ASSISTED BY H.U.D.

PRATHER, THOMAS, CAMPBELL & A.

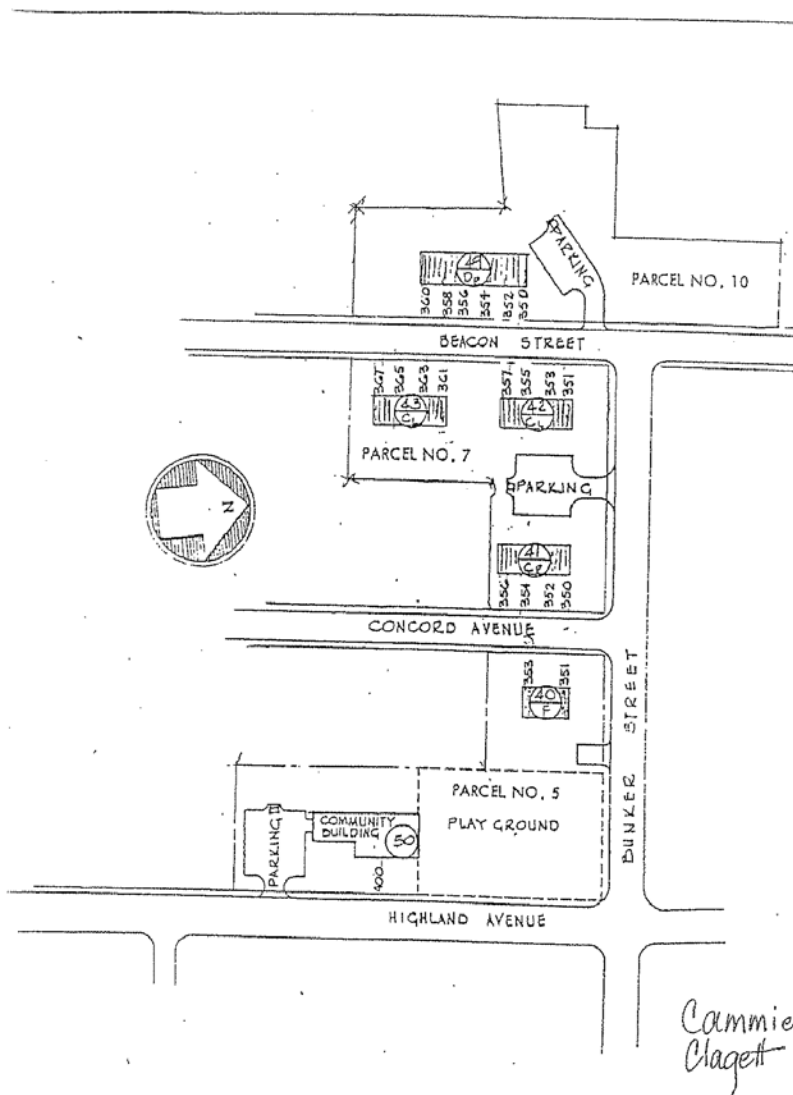
SITE PLAN DIAGRAM NO. 1
PROJECT S. C. 3-7
SPARTANBURG, S. C.



THE HOUSING AUTHORITY OF THE CITY OF
SPARTANBURG, S. C. ASSISTED BY H. U. D.
PRATHER, THOMAS, CAMPBELL & ASSOCS.

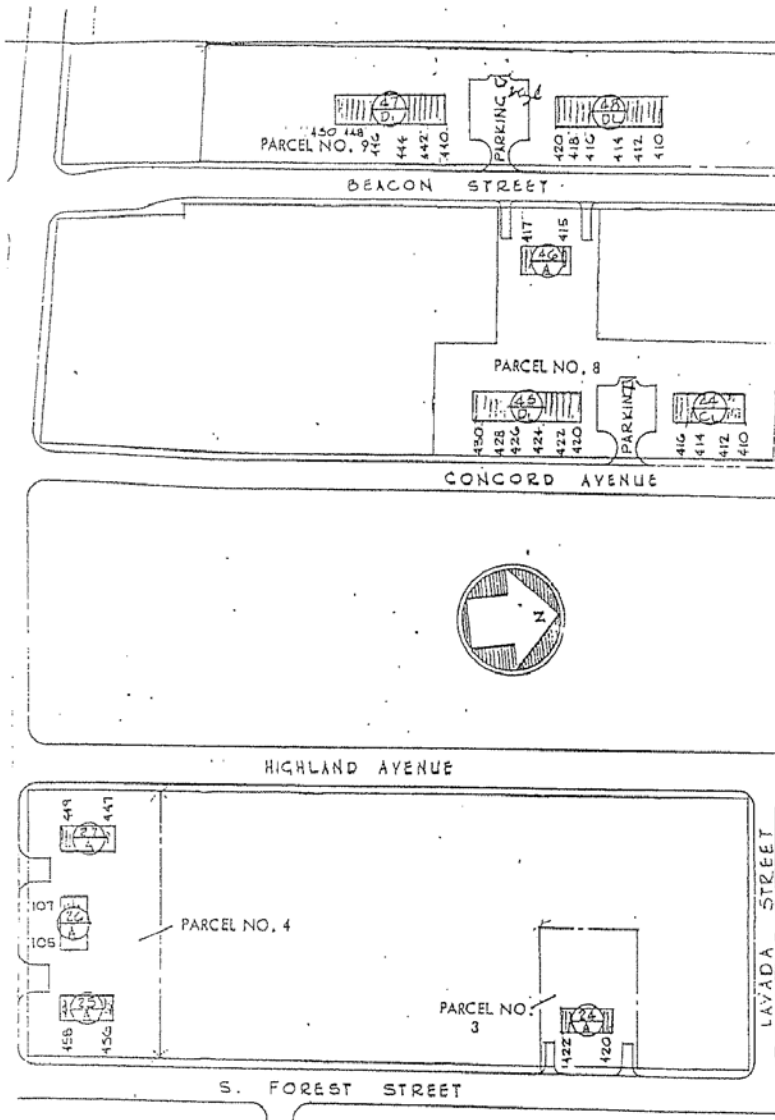
SITE PLAN DIAGRAM NO. 2
PROJECT S. C. 3-7
SPARTANBURG, S. C.

*Cammie
Clagett*



THE HOUSING AUTHORITY of THE CITY of
SPARTANBURG, S. C. ASSISTED BY H.U.D.
PRATHER, THOMAS, CAMPBELL & ASSOCS.

SITE PLAN DIAGRAM NO. 3
PROJECT S. C. 3-7
SPARTANBURG, S. C.



Cammie Clagett

THE HOUSING AUTHORITY of THE CITY of
SPARTANBURG, S. C. ASSISTED BY H.U.D.
PRATHER, THOMAS, CAMPBELL & ASSOCS.

SITE PLAN DIAGRAM NO. 4
PROJECT S. C. 3-7
SPARTANBURG, S. C.



