

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 for Permanent Sewer Abandonments

December 3, 2010

NOTICE IS HEREBY GIVEN – The City of Spartanburg is requesting proposals to complete Residential and Light Commercial Permanent Sewer Abandonments at various locations in the City.

Proposal No: (Sewer) 1011-12-28-03

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.

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, same location.

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

Contractors wishing to bid should visit the sites to determine the work involved

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. The following Proposal Number Must be placed on the outer envelope in order for the bid to be Stamped in as accepted on time: **Proposal No: (Sewer) 1011-12-28-03**

November 22, 2010
The City of Spartanburg, Neighborhood Services Department
Request For Proposal to complete Permanent Sewer Abandonments

Notice is hereby given that The City of Spartanburg is requesting proposals to permanently abandon residential and light commercial sewers lines at various locations throughout the City of Spartanburg.

Bidding Requirements for Contractors

- A. 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 SC General Contractor, or SC Home Builder or SC Demolition Contractor, SC Licensed Plumber or Heavy Equipment Contractor, that are approved by the City of Spartanburg and State to complete street cuts.
- B. Must have at least three years of experience with underground utilities work.
- C. Must submit six references for work completed in the last twelve months on table D.
- D. Must own sufficient equipment to complete the work and supply a list of equipment you plan to use.
- E. Sub contractors must meet the same requirements.
- F. 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
- G. Complete Tables A, B, C, D, The Immigration Reform Act and Insurance Requirement

INTENT

To follow the policies of SSSD "Spartanburg Sanitary Sewer District' The City of Spartanburg, and SC State Guidelines if applicable, so the City of Spartanburg can acquire a final passed inspection for a permit sewer abandonment of a residential or light commercial project in order for the City to Demolish a structure.

SOPE OF WORK

- a. The city will send the formal request to SSSD and the contractor for the sewer abandonment.
- b. The contractor will be responsible for all labor, equipment fees, taxes, etc.
- c. Find where the residential or light commercial sewer line is locate so it can be permanently abandoned at the WYE.
- d. It can be located just about anywhere, on the property in the street etc. that can be best done with a camera and locator you decide the best approach.
- e. When found notify the City Police and Fire Departments you will be closing a portion of a street and your schedule.
- f. Follow the guidelines already in place by SSSD, City and State to complete the abandonment.
- g. When completed clean the entire area. All debris of any type must be removed and carted away by the contractor.
- g. Debris by definition for this work will be anything moved, removed, dug up, brought to site, dumped or abandoned that needs to be removed to have a work area clean and free of debris.

Call Backs

The contractor will cover the entire cost of labor and material for a call back for six months.

ON LOTS

If the final grading leaves depressions that cause water to stand or too much debris remain or grass cant 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 of time the contractor at his own expense will return clean the debris and or scratch the surface and reseed and straw the lots. Drought conditions will extend this to three months

IN STREETS

If the street patch drops/shrinks /collapse and does not hold the contractor must return will dig the patch and concrete out repair the problem as need and have inspected.

Awarding Contracts

The lowest bid does 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, and equipment owned, equipment rented, operator experience, and financial stability. The City at its sole discretion will decide after a review which contractor, if any, is responsive to the RFP.

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.

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

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 and bound

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

Payment

An invoice must be submitted for payment and will be made after and inspection of the work is completed and approved.

Pre-bid Tour:

NO PREBID TOUR IS SCHEDULED

For Bid Packages:

Visit the City of Spartanburg's Web Site or Contact the City's Procurement office at 864-596-2790.

For information:

Contact Lynn Coggins, Construction Project Administrator, City Of Spartanburg, 864-596-2914.

Deadline:

Bids must be returned to The Procurement Office, attention of Carl Wright, P O Box 5107, Spartanburg, SC 29304 no later than Tuesday, December 28, 2010 at 3:00PM.

TABLE A

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

Its

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.