

City of Spartanburg

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

Request for Proposals #2

Surveying Cammie Clagett Courts

NOTICE IS HEREBY GIVEN – The City of Spartanburg is soliciting proposals from firms interested in providing Surveying services for the Cammie Clagett Courts Redevelopment Area. The area encompasses 28 buildings that will be sub-divided. The selected firm will survey the property included in the Redevelopment area as labeled on the enclosed maps to provide a boundary survey, a topographical survey, and a new subdivision survey, as well as preliminary and final plats.

Proposal No: 1617-08-30-01

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.

<u>Tour of site will be scheduled Monday, August 22, 2016 at 9AM at the site 300 Highland Ave.</u>

<u>Sealed Bids</u> <u>Due Tuesday, August 30, 2016 no later than 3 PM</u>. 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.



REQUEST FOR PROPOSALS FOR LAND SURVEYING SERVICES CAMMIE CLAGETT COURTS REDEVELOPMENT

The City of Spartanburg is soliciting proposals from firms interested in providing Surveying services for the Cammie Clagett Courts Redevelopment Area. The area encompasses 28 buildings that will be sub-divided. The selected firm will survey the property included in the Redevelopment area as labeled on the enclosed maps to provide a boundary survey, a topographical survey, and a new subdivision survey, as well as preliminary and final plats.

Scope of Services

- 1. Research information for boundary surveys
- 2. Prepare boundary survey on state plane coordinate system
- 3. Prepare topographical survey (include all trees 12" or larger)
- 4. Locate and show utilities, property corners, monitoring wells, and all other structures.
- 5. Prepare preliminary plat with new property lines based on concept plan by city
- 6. Provide preliminary plat for review by e-mail and two hard copies, also digital files (in .asc format) with all point data
- 7. Revise preliminary plat after city review (up to 3 revisions)
- 8. Set new property pins one time and provide plat on CD and four signed and stamped copies after review

Upon successful negotiation of rates and fees, the City of Spartanburg will select one Firm based upon qualifications in accordance with the proposal elements set forth below. Work will be coordinated and approved by appropriate City personnel. All plats and field points shall become the property of the City of Spartanburg and shall not be given to any other party without written permission of the City of Spartanburg.

<u>Proposal Elements</u> (please include this information in a one page letter)

- 1. Project experience performing land surveying services
- 2. Key personnel that will complete the scope of services
- 3. Total cost for services
- 4. Commitment that Scope of Services items 1 through 7 will be complete within 45 days of contract approval.

Submittal Process

- 1. The City of Spartanburg may make changes to this RFP. Changes will be made by written addendum, which will be issued to all RFP holders
- 2. Submittals shall become the property of the City of Spartanburg.



MY PRICE FOR EVERYTHING LISTED IN THE SCOPE OF WORK IS

TOTAL PRICE FOR ALL WORK\$			
Company Name			
Owner or Company Representative Signature			
Company Address			
Cell Phone	Office Phone		
Email			



References

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

	Federal ID or SS		
City, State, Zip:	Fax #:		
	Federal ID or SS		
Company Name:			
Street Address:	Telephone #:		
City, State, Zip:	Fax #:		
	5 1 115 22		
Company Name:	Federal ID or SS #:		
			
Company Name			
Contractor/Own	er 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	
registering and participating in the Federal the Statute or employing only workers who South Carolina Driver's License or Identification Capirector of the Department of Motor Vehicl Carolina. By the signature below, the Concity with documentation to establish the apsignature below, certifies that it is complian	Carolina Eligible Immigration Reform Act by either Work Authorization Program (E-Verify) pursuant to at the time of their employment possess a valid ration Card or are eligible to obtain same or possess and from another state which has been deemed by the es to have requirements at least as strict as South tractor (Subcontractor, etc.) agrees to provide the oplicability of the Statute to the Contractor and by the at with the Statute with all regards. This certification is that the Contractor verify the hiring eligibility of its
	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.



ADDENDUM A PROJECTS WITH FEDERAL FUNDING REQUIREMENTS

Conflict of Interest

- a. The respondent warrants that to the best of their knowledge and belief, and except as otherwise disclosed it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm's organizational, financial, contractual or other interests are such that:
 - 1. Respondent may have an unfair competitive advantage; or
 - 2. The respondent's objectivity in performing the work solicited may be impaired. In the event the respondent has an organizational conflict of interest as defined herein, the respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees that if, after award he, she or it, discovers an organizational conflict of interest with respect to this solicitation, he, she or it, shall make an immediate and full disclosure in writing to the City of Spartanburg that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The City of Spartanburg may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the City of Spartanburg, the City of Spartanburg may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners, shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the City of Spartanburg, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the City of Spartanburg was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer or employee of the respondent selected to perform the services described above shall, during the term of their contract, or for one year thereafter, have



any interest direct or indirect, in any contract that they are responsible for procuring, managing or overseeing on in the proceeds of any such contract.

Government Restrictions

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the successful firm to immediately notify the City of Spartanburg in writing specifying the regulation which requires alteration. The City of Spartanburg reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of Spartanburg.

Assignment or Transfer

The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the City of Spartanburg. Claims for sums of money due, or to become due from the City of Spartanburg pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of Spartanburg is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the firm obtaining the Collaborative Partner's prior written consent.

Availability of Records

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the City of Spartanburg and any duly authorized representative of each, shall have full and free access to, and the right to audit and to make excerpts and transcripts from, any and all pertinent books, records, documents, invoices papers and the like, of the vendor, or in the possession of the firm, which shall relate to, or concern the performance of the contract.

Permits and Licenses

The successful firm shall obtain all permits and licenses that are required for performing its work. The firm shall pay all related fees and costs in connection with required permits and licenses. Proof of ownership shall be made on all software used in the execution of the contract. The firm will hold the City of Spartanburg harmless for any violation of software licensing resulting from breaches by employees, owners and agents of the firm.

Taxes

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the City of Spartanburg harmless in every respect against tax liability.

Standards of Conduct

The successful firm shall be responsible for maintaining satisfactory standards of its employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary.



Federal, State, and Local Reporting Compliance

The firm shall provide such financial and programmatic information as required by the City of Spartanburg to comply with all Federal, State and local law reporting requirements.

Nondiscrimination

The firm agrees that it will abide by Federal, State and Local Laws, and City ordinances incorporated by reference herein.

Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

Davis Bacon Requirements

When applicable contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

Notices

All written notices required to be given by either party under the terms of the contract(s) resulting from the contract award shall be addressed to the firm at their legal business residence as given in the contract. Written notices to the City of Spartanburg shall be addressed as provided in the contract.

Cancellation

Irrespective of any default hereunder the City of Spartanburg may also at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed and accepted prior to such termination or cancellation as shall be indicated in the contract.

Laws

The laws of the State of South Carolina and applicable federal law shall govern the contract.

Contract Documents

Written contract documents will be prepared by the City of Spartanburg. Modifications may be adopted based on final negotiations and specific requirements of the contract under this particular procurement or contract.



ATTACHMENTS

${\it ClammieClagett}$

3.3				
MAPNUMBER	StreetNumb	StreetName		
7-16-01-299.22	405	S DANIEL MORGAN AVE		
7-16-01-211.18	300	HIGHLAND AVE		
7-16-01-211.00	501	S DANIEL MORGAN AVE		
7-16-01-211.01	503	S DANIEL MORGAN AVE		
7-16-01-211.02	505	S DANIEL MORGAN AVE		
7-16-01-211.03	507	S DANIEL MORGAN AVE		
7-16-01-211.05	511	S DANIEL MORGAN AVE		
7-16-01-211.06	513	S DANIEL MORGAN AVE		
7-16-01-211.07	515	S DANIEL MORGAN AVE		
7-16-01-211.08	517	S DANIEL MORGAN AVE		
7-16-01-211.09	519	S DANIEL MORGAN AVE		
7-16-01-211.10	521	S DANIEL MORGAN AVE		
7-16-01-211.11	523	S DANIEL MORGAN AVE		
7-16-01-211.12	525	S DANIEL MORGAN AVE		
7-16-01-211.13	527	S DANIEL MORGAN AVE		
7-16-01-211.14	529	S DANIEL MORGAN AVE		
7-16-01-211.15	531	S DANIEL MORGAN AVE		
7-16-01-211.16	533	S DANIEL MORGAN AVE		
7-16-01-211.17	535	S DANIEL MORGAN AVE		
7-16-01-211.19	302	HIGHLAND AVE		
7-16-01-211.20	304	HIGHLAND AVE		
7-16-01-211.21	306	HIGHLAND AVE		
7-16-01-211.22	308	HIGHLAND AVE		
	5 4 5 5			
	Page 1 of 5	Class (News)		
MAPNUMBER	StreetNumb	StreetName		
7-16-01-211.23	310	HIGHLAND AVE		
7-16-01-211.24	312	HIGHLAND AVE		
7-16-01-211.25	314	HIGHLAND AVE		
7-16-01-211.26	211	BUNKER ST		
7-16-01-211.27	209	BUNKER ST		

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7-16-01-211.28	207	BUNKER ST
7-16-01-211.30	203	BUNKER ST
7-16-01-211.31	201	BUNKER ST
7-16-01-211.04	509	S DANIEL MORGAN AVE
7-16-01-211.29	205	BUNKER ST
7-16-01-088.00	350	BEACON ST
7-16-01-096.00	410	BEACON ST
7-16-01-325.00	420	BETHLEHEM DR
7-16-01-299.20	401	S DANIEL MORGAN AVE
7-16-01-299.21	403	S DANIEL MORGAN AVE
7-16-01-299.23	407	S DANIEL MORGAN AVE
7-16-01-299.24	409	S DANIEL MORGAN AVE
7-16-01-299.25	411	S DANIEL MORGAN AVE
7-16-01-299.00	311	HIGHLAND AVE
7-16-01-299.06	323	HIGHLAND AVE
7-16-01-299.07	325	HIGHLAND AVE
7-16-01-299.09	345	BUNKER ST
7-16-01-299.08	343	BUNKER ST
7-16-01-299.11	349	BUNKER ST
7-16-01-299.10	347	BUNKER ST
7-16-01-299.12	351	BUNKER ST
	Page 2 of 5	
MAPNUMBER	StreetNumb	StreetName
7-16-01-299.13	353	BUNKER ST
7-16-01-299.15	339	N FOREST ST
7-16-01-299.14	341	N FOREST ST
7-16-01-299.17	335	N FOREST ST
7-16-01-299.16	337	N FOREST ST
7-16-01-299.18	333	N FOREST ST
7-16-01-299.19	331	N FOREST ST
7-16-01-088.01	352	BEACON ST
7-16-01-088.02	354	BEACON ST
7-16-01-088.03	356	BEACON ST
7-16-01-088.04	358	BEACON ST
7-16-01-088.05	360	BEACON ST
7-16-01-152.00	351	BEACON ST



7-16-01-152.01	353	BEACON ST
7-16-01-152.02	355	BEACON ST
7-16-01-152.03	357	BEACON ST
7-16-01-152.04	361	BEACON ST
7-16-01-152.05	363	BEACON ST
7-16-01-152.06	365	BEACON ST
7-16-01-152.07	367	BEACON ST
7-16-01-152.08	350	CONCORD AVE
7-16-01-152.09	352	CONCORD AVE
7-16-01-152.10	354	CONCORD AVE
7-16-01-152.11	356	CONCORD AVE
7-16-01-247.01	351	CONCORD AVE
7-16-01-247.02	353	CONCORD AVE
	Page 3 of 5	
MAPNUMBER	StreetNumb	StreetName
7-16-01-247.00	400	HIGHLAND AVE
7-16-01-169.00	410	CONCORD AVE
7-16-01-096.01	412	BEACON ST
7-16-01-096.02	414	BEACON ST
7-16-01-096.03	416	BEACON ST
7-16-01-096.04	418	BEACON ST
7-16-01-096.05	420	BEACON ST
7-16-01-096.06	440	BEACON ST
7-16-01-096.07	442	BEACON ST
7-16-01-096.08	444	BEACON ST
7-16-01-096.09	446	BEACON ST
7-16-01-096.10	448	BEACON ST
7-16-01-096.11	450	BEACON ST
7-16-01-169.01	412	CONCORD AVE
7-16-01-169.02	414	CONCORD AVE
7-16-01-169.03	416	CONCORD AVE
7-16-01-169.04	420	CONCORD AVE
7-16-01-169.05	422	CONCORD AVE
7-16-01-169.06	424	CONCORD AVE
7-16-01-169.07	426	CONCORD AVE

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7-16-01-169.08	428	CONCORD AVE
7-16-01-169.09	430	CONCORD AVE
7-16-01-169.10	415	BEACON ST
7-16-01-169.11	417	BEACON ST
7-16-01-325.01	422	BETHLEHEM DR
7-16-05-007.00	107	NORRIS ST
	Page 4 of 5	
MAPNUMBER	StreetNumb	StreetName
7-16-05-007.01	447	HIHGLAND AVE
7-16-05-007.01	449	HIGHLAND AVE
7-16-05-008.00	105	NORRIS ST
7-16-05-008.01	456	BETHLEHEM DR
7-16-05-008.02	458	BETHLEHEM DR
7-16-01-299.01	313	HIGHLAND AVE
7-16-01-299.02	315	HIGHLAND AVE
7-16-01-299.03	317	HIGHLAND AVE
7-16-01-299.04	319	HIGHLAND AVE
7-16-01-299.05	321	HIGHLAND AVE







