

#### City of Cayce, South Carolina

#### **Request for Proposals**

#### **To Provide Paving Services**

#### I. Introduction

The City of Cayce is requesting proposals from qualified Pavers to resurface Taylor Street (Per the attached plans) and Spencer Place (Per the attached diagram).

#### II. Background:

On some occasions, the City of Cayce is responsible for small paving projects. These projects may include utility repairs, City-owned property, and other projects.

#### III. Objective:

This Request for Proposals should include pricing and specifications for paving per SCDOT specifications.

- 1. This shall include but is not limited to:
  - a. Cost estimates (Separated by jobs and detailed between the cost of materials and labor)
  - b. Surveying
  - c. Construction
  - d. Demolition
  - e. Supplies
- 2. Construction management, which may include, but is not limited to, daily construction observation and documentation, coordinating contractor's work, and enforcing schedule commitments.
- 3. Preparation of permit applications for local, state, and federal requirements applicable to the projects.
- 4. Proven ability to work effectively with City staff, the public and regulatory agencies.

#### IV. Submission Instructions

Proposals may be dropped off at the Cayce Municipal Building located at 1800 12<sup>th</sup> Street in an envelope addressed to Jim Crosland and labeled "Proposals for Paving Services". If emailing proposals, emails must also be received no later than the date specified in the Schedule below. It is the responsibility of the Proposer to ensure that emails are successfully delivered to the RFP contact. Proposals should be clearly marked "Proposals for Paving Services" as shown on the title page of this formal solicitation.

#### Submit proposals to:

Jim Crosland 1800 12<sup>th</sup> Street Cayce, SC 29033 jcrosland@caycesc.gov

#### **Schedule:**

**Deadline for Submissions** 

April 12, 2024, at 2:00pm EST

#### V. Withdrawal of Proposal

Submitters may withdraw their submitted Proposal at any time by giving written notice to the RFP Contact.

#### VI. Proposal Errors

Submitters are cautioned to verify their Proposal prior to submission. Negligence on the part of the submitter in preparing the Proposal confers no right of modification of the Proposal after the closing time for its receipt. Inadvertent errors (such as the omission of one page of a multi-page document) that have a correction submitted after the designated submission time may be considered at the sole discretion of the City if the submitter submits with the correction sufficient information to prove that the error was inadvertent. Such amendments are not favored, and in the case of doubt, requests will be denied.

#### VII. Late Proposals; Misrepresentations

Late Proposals will not be accepted. The City does not specify the method by which Proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of reason, in the receipt of Proposals. Proposals delivered by mail or messenger will be considered only when said Proposals are received on or before the due date and time. The City does not guarantee that Proposals received in the building by mail or messenger will be delivered at or before the time the Proposal is due. Any material misrepresentations made by the submitter(s) will void the response

and eliminate the submitter(s) from further consideration. The City reserves all rights with regard to this solicitation.

#### VIII. Grounds for Protests

Protest of Contents of Solicitation (Invitation For Bids or RFPs or other solicitation documents, whichever is applicable, or any amendment to it if the amendment is at issue): Any Proposer who is aggrieved in connection with a solicitation document shall file a written protest to the City Manager, <a href="mailto:thegler@caycesc.gov">thegler@caycesc.gov</a>, within four calendar days of the date of posting of the solicitation, RFQ, RFP, or other solicitation document or any addendums to it on the City's website.

Protest of Award: Any Proposer who is aggrieved in connection with the award of the contract shall file a written protest with the City Manager within four calendar days of the date the Intent to Award memorandum is posted on the City's website. Any matter that could have been raised pursuant to the section above on protest of contents of solicitation, may not be raised as a protest of award.

Exclusive remedy: The rights and remedies granted in this section to Proposers, either actual or prospective, are to the exclusion of all other rights and remedies of Proposers against the City.

Failure to file a timely protest: If Proposer fails to request a protest within the four calendar days, the solicitation or award shall be final.

#### IX. Procedures for Protests

Protest: A protest must be in writing, filed with the City Manager, and set forth the grounds of the protest and the relief requested with enough specificity to give notice of the issues to be decided. The protest must be received by the City Manager within the time provided.

Burden of Proof: The protestant bears the burden of proving the validity of the protest or claim against the City.

Administrative Review and Decision: The City Manager will conduct an administrative review of all claims set forth within the protest document and shall issue a decision in writing within four calendar days of receiving the protest.

Appeals of Decision: Any appeal of the City Manager's decision pursuant to the above paragraph must be filed with the City Manager, in writing, within four calendar days of the date of the decision. The City Council shall hear and decide any appeals at its next regular or special council meeting.

Stay of Award: The contract award is stayed until issuance of a final decision by the City. Once a final decision is issued, the filing of a petition to appeal that decision does not stay enforcement of the City's decision to award the contract.

#### X. Incurred Cost and Return of Proposals

All costs incurred in the preparation and submission of Proposals shall be borne by the submitter. The city is under no obligation to return any Proposals or materials submitted by the submitter as a response to this RFP.

#### XI. Reserved Rights

The RFP Evaluation Committee shall represent the City in all matters pertaining to this RFP and reserves the right to reject any and all Proposals during any stage of this RFP, or to modify, withdraw, cancel, or reissue this solicitation, either in whole or in part, in the event that responses are deemed inadequate or that it is otherwise in the best interest of the City.

The RFP Evaluation Committee also reserves the right to disregard any minor informality in the RFP when, in its opinion, the best interests of the City will be served by such action.

Responses to this RFP must include the following:

#### 1. Cover Letter

The response must include a cover letter giving a summary of the contents of the RFP and a table of contents laying out each section with corresponding page numbers.

#### 2. Introduction and Qualifications

This section will need to contain an overview of the company. The introduction shall indicate the legal name, address, website, telephone number, and local contact. The company will provide an overview and history of the company including identifying all members who will be working with the City and their experience. The company will also describe its history with other local governments for which it has provided similar services in the past.

#### 3. Cost Breakdown

Provide a cost breakdown per paving project, separated by jobs, and detailed between the cost of materials and labor.

#### XII. Evaluation

A team of city staff will evaluate the proposals based on the factors outlined below, which shall be applied to all eligible, responsive proposals in selecting the successful submitter. The City Team reserves the right to disqualify any proposal for, but not limited to: person or persons or proposals it deems as non-responsive and/or non-responsible; a failure to respond to each section; or whose experience does not describe the competencies required. The City Team reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate. Award of any project may be made without discussion with proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the Proposer cannot perform services specified in their response. Proposals will be evaluated on the following factors:

- 1. Experience in Paving
- 2. Past performance with the City of Cayce and/or other local government agencies
- 3. Ability to provide a schedule or timeline for the project completion.
- 4. Ability to meet schedule deadlines and budget constraints.
- 5. Quality of submittal
- 6. Cost

#### XIII. Questions, Contact, Timeline

Any questions about this RFP shall be submitted via email to jcrosland@caycesc.gov.

#### XIV. Additional Information

Issuance of this RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone receipt or selection date, accept or reject any or all proposals received in response to this RFP, negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP process.

#### XV. Freedom of Information Act

All proposals will be treated as public information unless it is specifically requested that portions of the bid be exempt from disclosure under the Freedom of Information Act, SC Code of Laws Section 30-4-40 (a) (1). It is the Proposer's responsibility to notify the City of any proprietary information listed in proposals submitted. Any information which the proposer considers proprietary MUST be clearly marked "proprietary" next to the relevant part of the text in order for it to be treated as such. If a contract is signed with your institution, the contract document is not exempt from disclosure. All Freedom of Information (FOIA) requests must be sent to the City Clerk, PO Box 2004, Cayce, SC 29171.

#### XVI. Equal Employment Opportunity

Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

#### XVII. Indemnification

The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the City, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

The City of Cayce shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the City from defending their own interest.

#### XVIII. Subcontracting

If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the City of Cayce. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

#### XIX. Insurance

The amount and types of insurance required should be commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

Schedule	Limit
Workers Compensation	Statutory
(As required by the State of South Carolina)	
Commercial General Liability	
Premises Operations	\$1,000,000 (Per Occurrence)
Single Limit	
Contractual Liability	
Independent Contractors	
Personal Injury	
Products – Completed Operations	
Professional Liability	\$1,000,000 (Per Occurrence)
	\$2,000,000 (Aggregate)
Automobile Liability	
(All owned, non-owned, and hired)	\$1,000,000 Combined.
	(Per Occurrence or tort claim liability
	whichever is greater)

The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the City. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the City. The City of Cayce, its officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied, or used by the contractor; or automobiles owned, leased, hired, or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Cayce, its officials, employees, or volunteers. To accomplish this objective, the City of Cayce shall be named as an additional insured under the contractor's insurance as outlined above.

#### XX. Worker's Compensation Coverage

The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the City from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor, or anyone directly or indirectly employed in the work.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

Project One (Taylor Street at New State Road)

### UTILITIES

### TELEPHONE/FIBER/CABLE JASON JORDAN

DESIGN & ENGINEERING 1600 WILLIAMS STREET COLUMBIA, SC 29201 (803)-318-0122

3347 PLATT SPRINGS ROAD WEST COLUMBIA, SC 29170 JAMES PRICE (843) 731-1461 SPECTRUM

(803) 217-4733 220 OPERATION WAY CAYCE, SC 29033 ELECTRIC DOMINION ENERGY CONNIE BEALL

(803) 354-2459 609 OLD TAYLOR ROAD CAYCE, SC 29033 GAS DOMINION ENERGY PATRICK GIBBONS

WATER/SEWER CITY OF CAYCE KARALYN MISKIE CITY ENGINER (803) 550-9515 1800 12TH STREET CAYCE, SC 29033

# DEPARTMENT OF PUBLIC WORKS LEXINGTON COUNTY

VICINITY MAP



INTERSECTION IMPROVEMENTS TO

## NEW STATE ROAD (S-66) & TAYLOR STREET

CAYCE, SC

PLAN AND PROFILE SHEETS

4-4A

34

PAVEMENT MARKING AND SIGNING SHEET PROPERTY STRIP MAP

EROSION CONTROL DATA SHEET

ROW DATA SHEET

7

CROSS SECTIONS

X1-X5

EC1

GENERAL NOTES & SUMMARY OF QUANTITIES

OMITTED

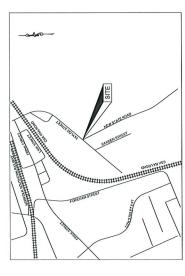
COVER SHEET SHEET TITLE

SHEET INDEX

SHEET

TYPICAL SECTION

SHEET LAYOUT / GEOMETRIC DATA



LOCATION MAP N.T.S.

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PREPARED BY:

ENGINEER CONTACT INFORMATION CHRISTOPHER BAKER, PE 5955 CORE ROAD, SUITE 515 NORTH CHARLESTON, SC 28406 T; (803) 520-2891

OWNER CONTACT INFORMATION
BRENT HYATT
COUNTY ENGINERS
440 BALL PARK EADD
LEXINGTON, SC 28072
T;(803) 785-8291



RAILROAD INVOLVEMENT? YES /(🔘

DATE

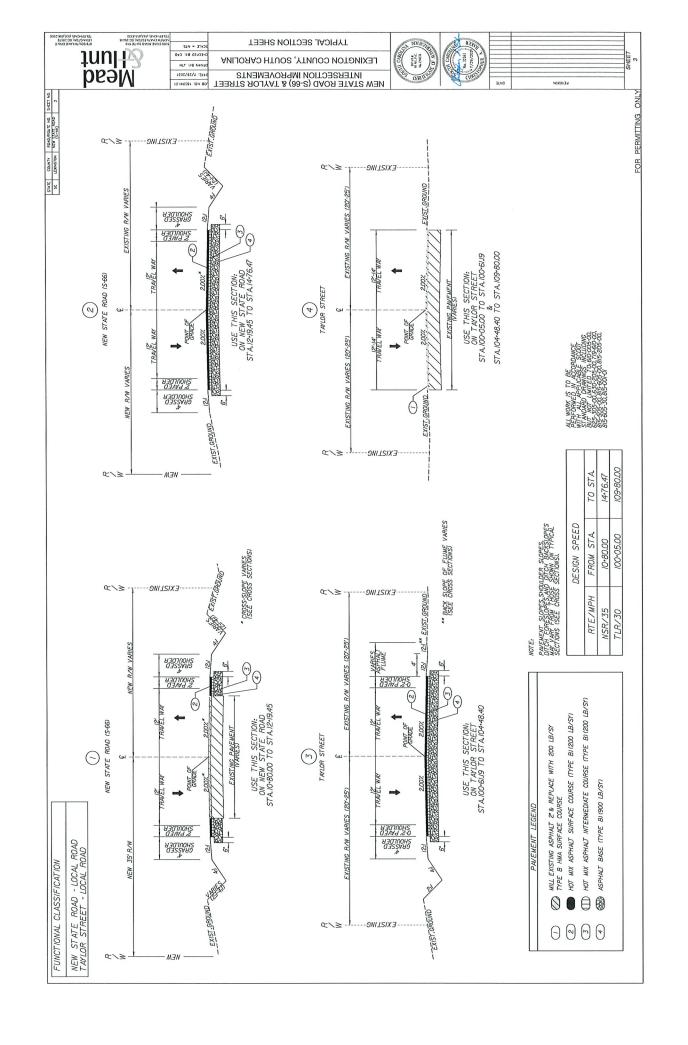
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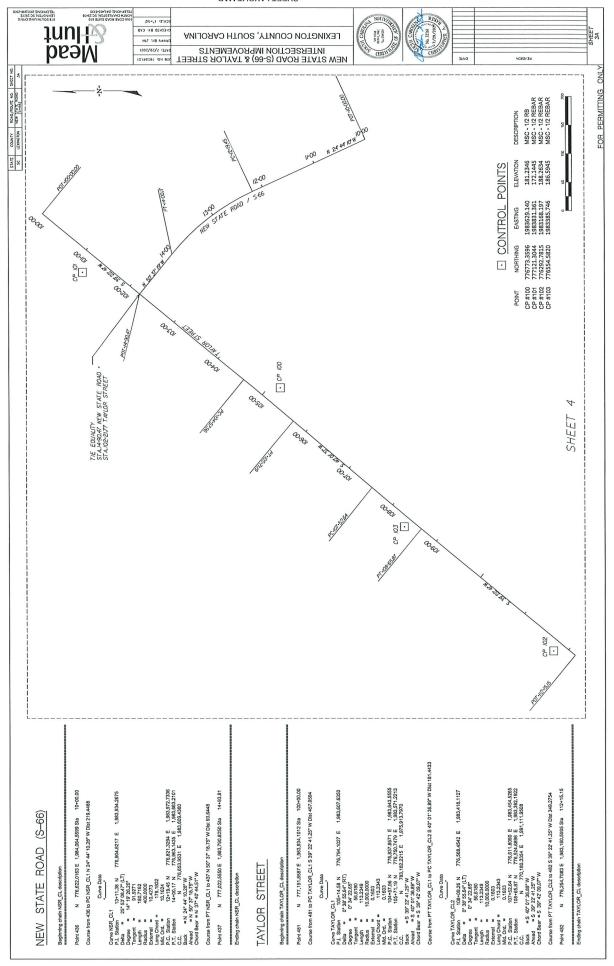


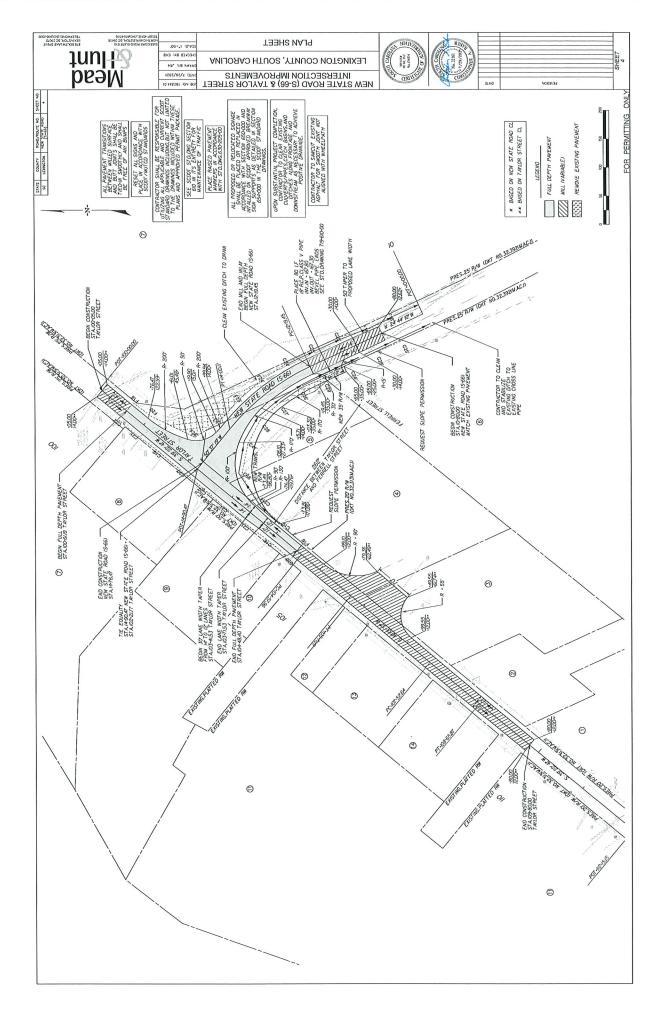
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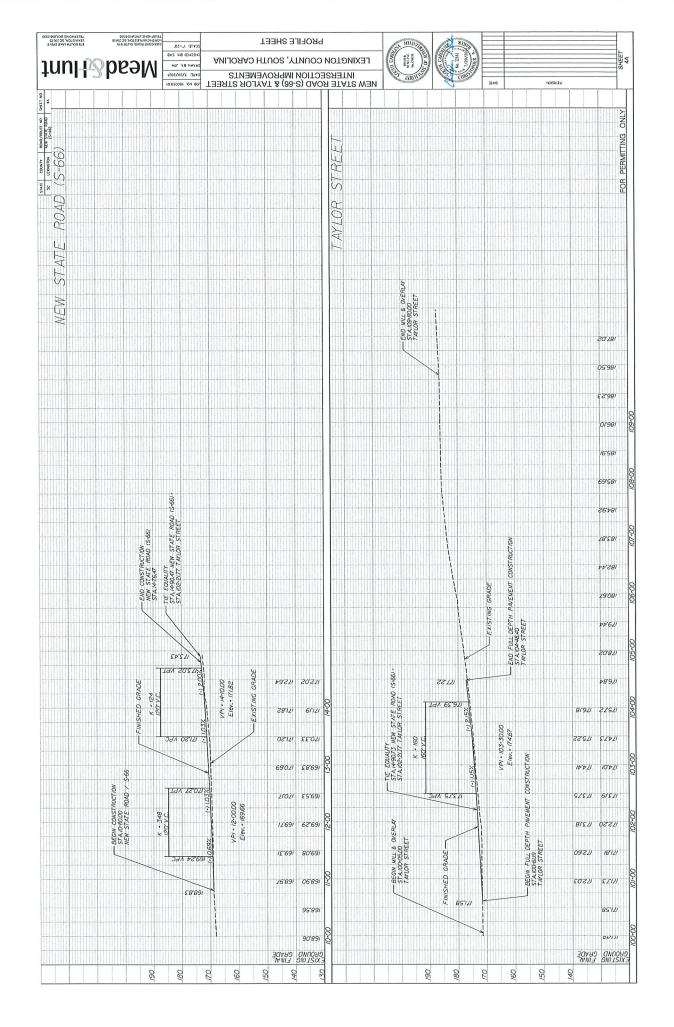
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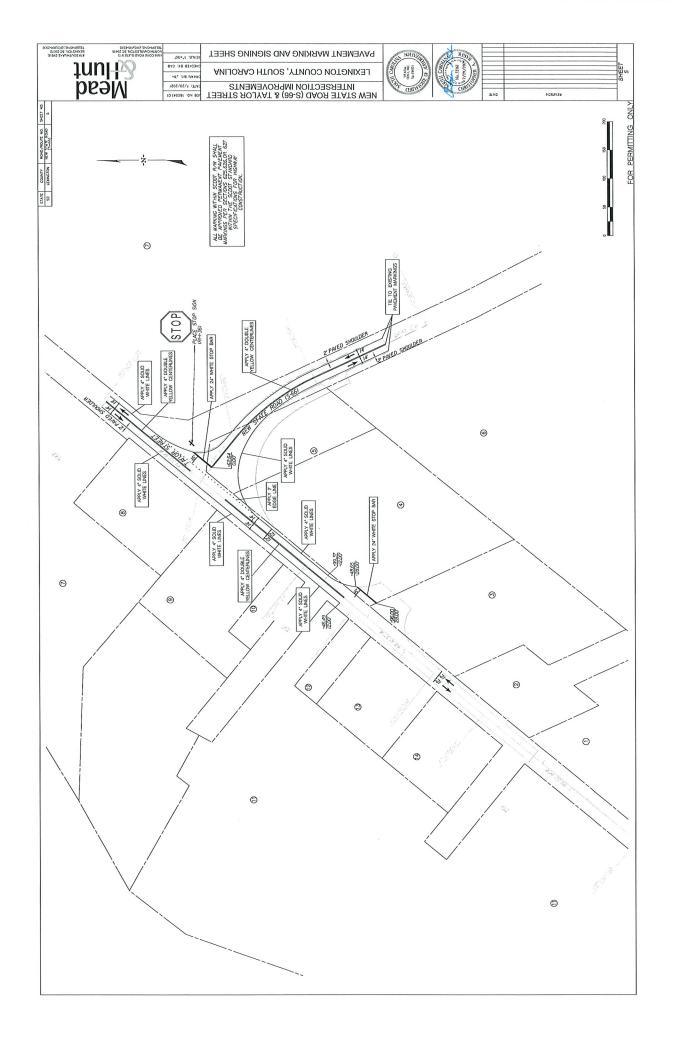
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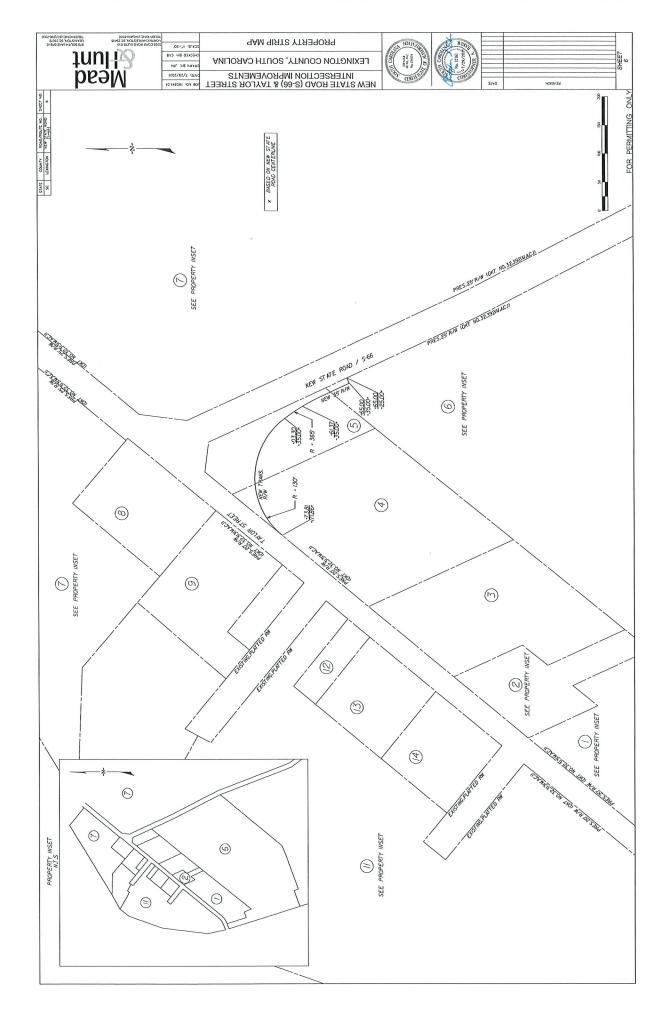












878 SOUTH LAVE DRIVE LEXANDTON, SC 25072 TELEPHONE: (502)996-2500 TELEPHONE: (NA) WARRENCO SMS CORE HOND SUITE 510 SMS CORE HOND SUITE 510 (2) No. 2161 RIGHT OF WAY DATA SHEET CYTE 1,=20, baaM Inul ГЕХІИСТОИ СОПИТУ, SOUTH САКОLІИА HTL :78 VAAR NEW STATE ROAD (S-66) & TAYLOR STREET INTERSECTION IMPROVEMENTS 1/59/5051 FOR PERMITTING ONLY STATE COUNTY ROAD/ROUTE NO. SHEET NO. SCEEN NO. SCEEN NO. 15 (\$4.66) TOTAL OBTAIN 0.04 AC (1528.9564 Sq. ft) TOTAL OBTAIN 0.25 AC (11115.6214 Sq. ft) TOTAL OBTAIN 0.01 AC (395.1874 Sq. ft) SPECIAL PROVISIONS TOTAL(FT) VARIES VARIES VARIES 0 0 MAXIMUM ROW OFFSETS RIGHT (FT) 0 LEFT (FT) VARIES VARIES VARIES 35 CENTERLINE NAME TAYLOR TAYLOR TAYLOR TAYLOR NSR TAYLOR TAYLOR TAYLOR TAYLOR TAYLOR TAYLOR TAYLOR TAYLOR NSR NSR SLOPE PERMISSION (YES) YES YES DRAINAGE EASEMENT DATE OBTAIN RIGHT ACRES<sup>B</sup> 0.25 AC (11115.6214 Sq. ft) 0.01 AC (395.1874 Sq. ft) 0.04 AC (1528.9564 Sq. ft) <sup>1</sup>LEFT AND RIGHT BASED OFF NEW STATE ROAD CENTERLINE OBTAIN LEFT ACRES<sup>®</sup> TOTAL TRACT
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TAYLOR = TAYLOR STREET PROPERTY OWNER

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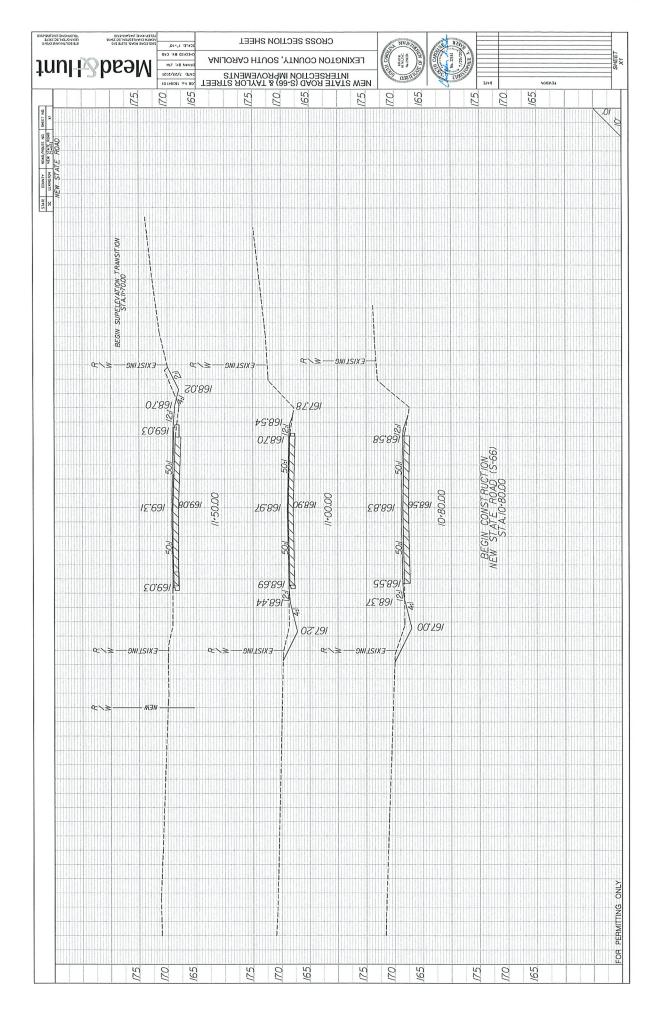
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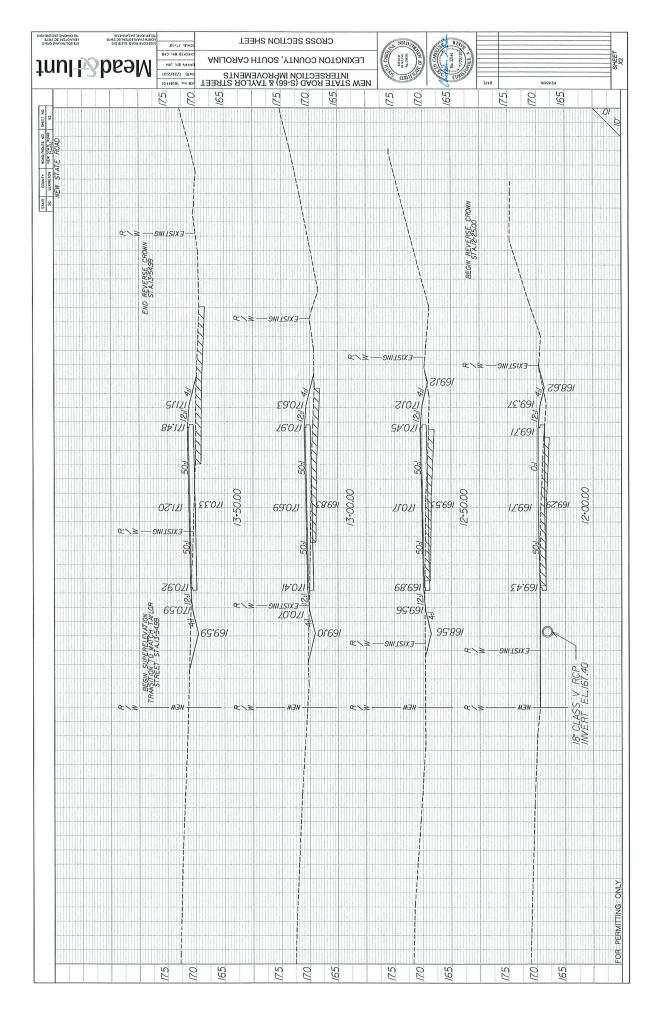
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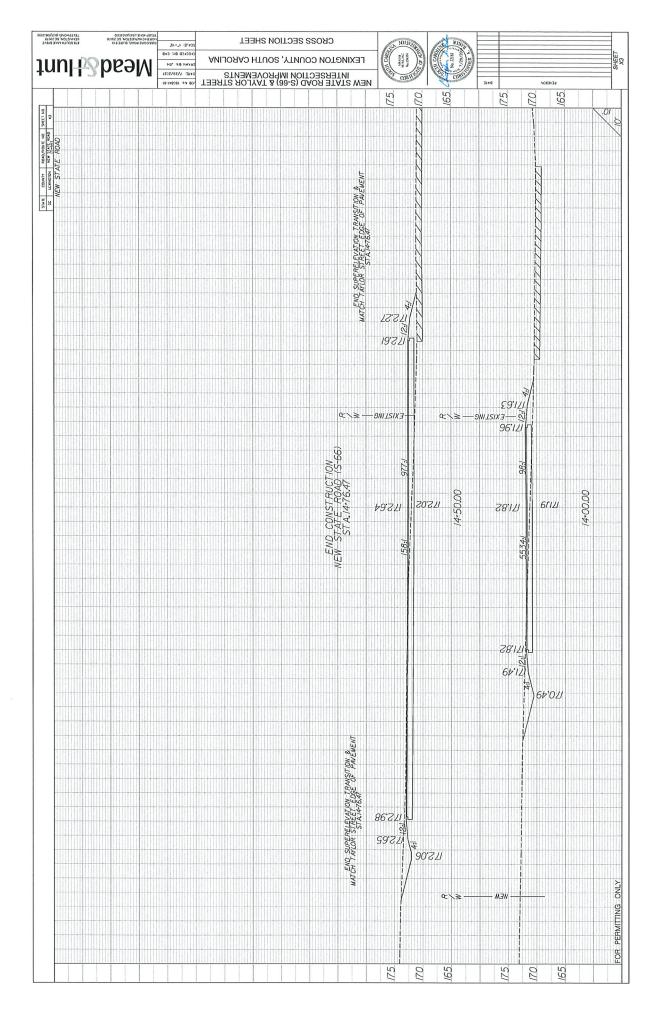
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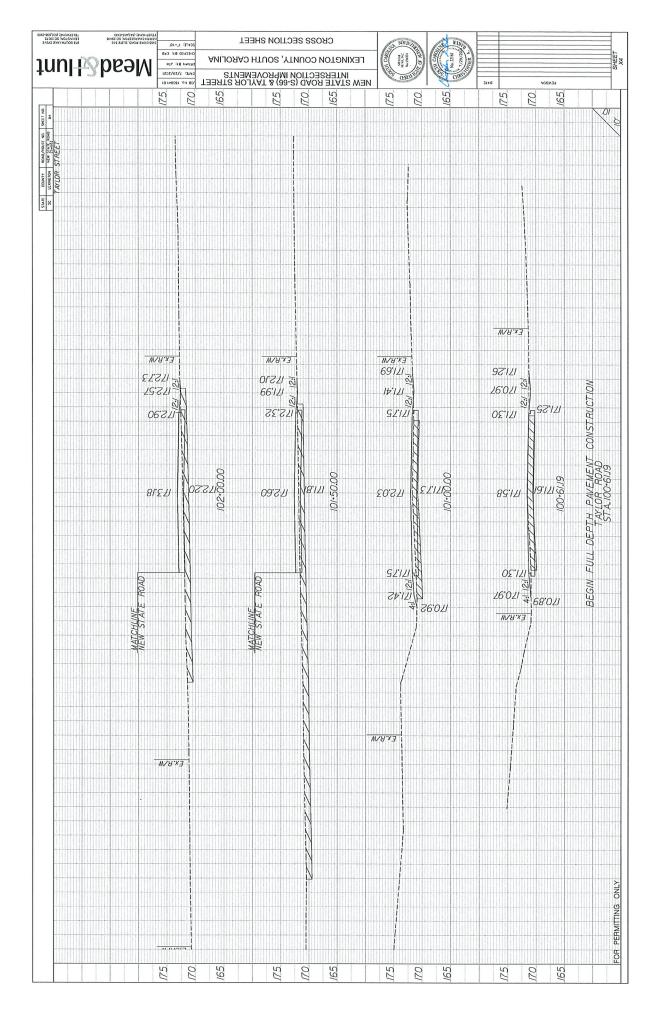
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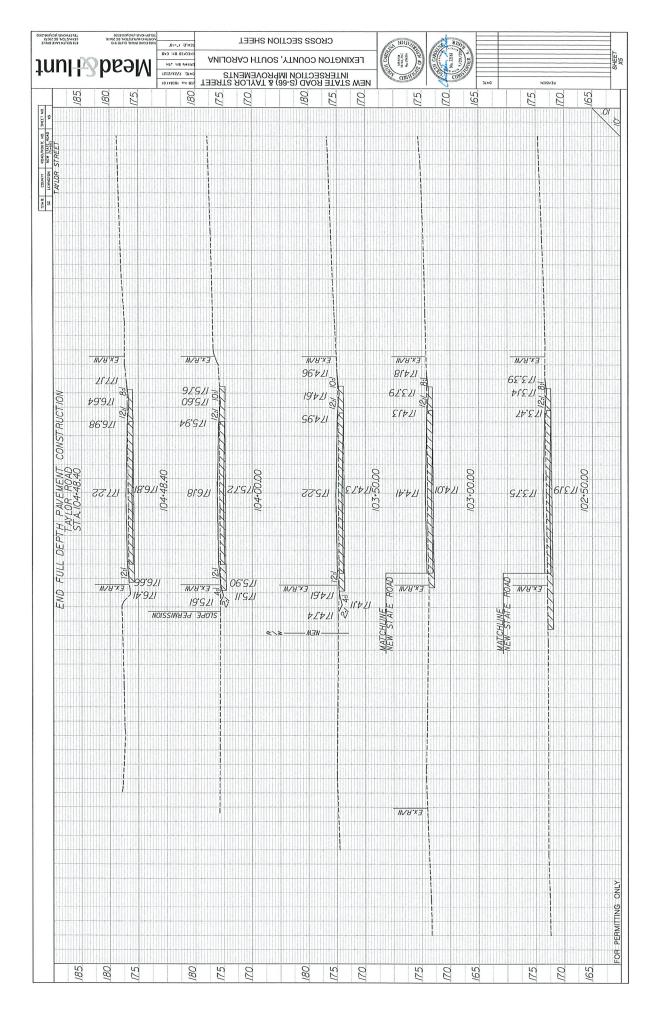
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#### Project Two (Spencer Place)

# **Spencer Place**

Between Lorick St. and the end of Spencer Place

