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**Director of Purchasing**
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# Request for Proposals

## RFP 12/13-057
## Building Demolition Contractor

**Summary:** The City of Danville, Virginia is soliciting proposals from professional Demolition Contractors to provide "turn-key" services that include the demolition and removal of selected structures within the City of Danville. The City reserves the right to select qualified Contractors from the respondents and enter into multiple contracts to perform the work on a location by location basis. Contracts will be for continuing services and award for individual projects will be done either on a rotating basis and/or by getting quotes for specific tasks from selected Contractors. Contracts will be for one (1) year with option of renewal for up to four (4) one (1) year extensions.

**Danville, Virginia:** Danville is a council-manager, Commonwealth of Virginia charter city comprising approximately forty-five (45) square miles located in central southern Virginia bordering the State of North Carolina. The City has a population of approximately 46,000.

**Scope of Work:**

Contractors interested in responding to this request must submit a written Statement of Qualifications to include the following information:

- A description of the Contractor's capabilities and experience conducting building demolitions.
- A summary of professional qualifications and experience of the individuals the Contractor would assign to the project.
- A work sample of a completed project(s) that is representative of the work you propose for the City.
- A description of the Contractor's proposed approach and methodology, including proposed tasks, activities, schedule and deliverables.
- Names, addresses, telephone numbers, and e-mail addresses of clients for which the Contractor performed projects of a similar type and size within the last five years.

## Demolition

- The Contractor shall furnish all labor, equipment, supervision, and incidentals necessary to provide "turn-key" demolition and lot restoration for each authorized property. Contractor will provide immediate response when required as well as routine response when completion times are not critical with construction of work until completed.

- All work performed shall be in accordance with the Virginia Uniform Statewide Building Code and the instructions of the City's Contract Administrator or designee.

- The Contractor shall completely remove all debris resulting from the demolition, including any contents left inside structure and any miscellaneous items on the premises. Contractor shall remove all driveways, concrete slabs, accessory structures, poles, posts, non-public sidewalks, fences, fence posts, stairs, retaining walls, and any other items on the property on a case-by-case basis at the direction of the City's Contract Administrator or designee. Septic tank and well abandonment, per Virginia Health Department regulations, may also be performed at the direction of the City's Contract Administrator or designee. Contractor must provide evidence of disposal including disposal location. Manifests must be provided for disposal of all demolition materials including lead, asbestos and any other hazardous materials.

- The Contractor shall fill-in any areas disturbed by demolition including basements, accessory structures, driveways, sidewalks, stairs, retaining walls, fence posts and any other items included in the project with clean fill dirt and properly compact.

- The Contractor shall fine grade the property to re-establish the grade and slope of the property prior of demolition and remove all mounds, low areas, large rocks, roots and ruts caused by equipment tracks or tires. The lot shall be left in a maintainable condition using a residential mower.

- The Contractor shall call for the lot to be inspected before any seed or straw is distributed.

## Lot Restoration

- Contractor shall stabilize all disturbed areas by seeding and mulching so as to reestablish vegetative ground cover over all disturbed areas. Seeding will be required on all denuded or disturbed areas not paved in this project and shall be installed in accordance with Standard & Specification 3.32 in the Virginia E&S Handbook.

- Lime and Fertilizer: Lime and fertilizer needs should be determined by soil tests which may be performed by the Cooperative Extension Service Soil Testing Laboratory at VPI & SU or by any other reputable commercial laboratory. Where no test is performed, the following soil amendments will be required.

Lime 3 tons/acre of pulverized agricultural limestone (140 lb./1,000 s.f.)

Fertilizer 1,000 lb./acre of 10-20-10 blend plus 300 lb./acre of 38-0-0

- Seed: Only certified seed shall be used for permanent seeding. Certified seed is seed inspected by the Virginia Crop Improvement Association or a similar agency in another state and must meet published state standards and bear an official "Certified Seed" label. The seed type shall be a blend of 50% tall fescue, 30% serica lespedza and 20% annual ryegrass except that, after July 1, use 10lb./acre of german millet or 2 lb./acre of weeping lovegrass in place of the annual ryegrass.

- Mulch: All seeded areas shall be mulched in accordance with Standard & Specification 3.35 in the Virginia E&S Handbook.

- Contractor shall repair or replace any public improvements such as sidewalks, curbs, gutters, driveways, etc. damaged in the demolition.

**Contractor's preparation for demolition prior to commencing work**

- Contractors shall make application for a demolition permit of a structure or asbestos removal, at this time all utilities shall be notified. Upon the clearance of all utilities, the demolition permit will be issued and work shall be permitted to commence. The Contractor must submit all notifications required by federal, state and local regulations. The Contractor shall be responsible for contacting an underground utility locator prior to the commencement of work.

- All special licenses or permits for use of or storage on sidewalks and streets and for storage and handling of explosives, etc. shall be secured from the City before commencing any work.

- All service utility connectors shall be disconnected and capped by utility companies. Verification of disconnections shall be sent to the Inspections Division for approval prior to commencement of demolition work.

- Approved sidewalk sheds shall be provided where a building which is more than 40 feet in height and is within 10 feet of the street lot line is to be demolished, unless the sidewalks are closed by the City.

- Contractor shall install appropriate perimeter erosion control measures, where necessary, as determined by the Contract Administrator to prevent site runoff damage to adjoining properties or to the public right-of-way in accordance with the Virginia Erosion & Sediment Control Handbook.

- Estimated Volume of Work: No minimum number of demolition projects is guaranteed; the City has averaged 20-25 demolitions/asbestos removals per year for the last several years. For major demolition projects exceeding $10,000.00, the City reserves the right to issue sealed bid invitations.

- Contract Administrator for the City: Jerry Rigney at 434-799-5263

- Safety: The demolition operation shall be conducted in a safe manner and suitable protection for the general public provided. The Contractor shall comply with all safety standards of the City of Danville, VDOT, VOSHA, and OSHA.

- Commencement of Work: Notice to proceed shall be given orally to the Contractor by the Contract Administrator with a follow-up written memo to the Contractor and to the file. Some emergency cases will require an immediate response (24 hours or less). Some cases will require a specified completion time (e.g. 5 days). Completion date will be agreed upon when Notice to Proceed is given. Normal time frame for completion shall not exceed one (1) week.

**Time for Completion**

- Individual projects shall be completed in accordance with an approximate timetable agreed to between the Contract Administration and Contractor in advance of commencing work.

- Emergency situations - as determined by the Contract Administration - shall require immediate response by the Contractor. If the Contractor is unable to respond, the City reserves the right to assign the work to another Contractor.

Equipment

- The Contractor shall maintain all equipment to be in compliance with all Federal, State and Local regulations.

**Submittal:** Respondents should submit one (1) original and five (5) copies of their proposal to the address below no later than 5:00 PM Friday, December 21, 2012 to:

J. Gary Via, Purchasing Director
City of Danville
Purchasing Department
427 Patton Street, Room 304 or ; PO Box 3300
Danville, VA 24541 Danville, VA 24543

**Evaluation procedure:** Each proposal will be based on the following:

- Overall qualifications of the Contractor;
- Prior experience of the Contractor, including evidence of recommendations being implemented that resulted in positive outcomes;
- Qualifications and experience of key personnel to be assigned to the project;
- The overall structure and quality of the proposal;
- The ability of the Contractor to initiate work in a timely manner and the Contractor's ability to provide its services within the project budget established by the City.

**Award procedure:** A selection committee shall review the proposals submitted. After each proposal has been evaluated, short-listing procedures will narrow the list of candidates to the best qualified Contractors. These Contractors may then be invited to an interview, at which time each will be expected to conduct a presentation on its proposal and to answer questions of the selection committee.

The City reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the City of Danville. The right is also reserved to negotiate with multiple Contractors. The City is not responsible for reimbursement of any costs associated with work undertaken by the Contractor to respond to this RFP.

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**Codes and Standards:** This procurement process is governed by the "PROCUREMENT CODE OF THE CITY OF DANVILLE, VIRGINIA". Copies of the Procurement Code may be obtained by writing the City of Danville, Purchasing Department, PO Box 3300, Danville, VA 24543.

Minority and/or female-owned businesses are encouraged to apply. The City of Danville is an equal opportunity employer and does not discriminate on the basis of race, color, creed, national origin or against faith-based organizations. The Contractor agrees to post in conspicuous places, available to employees or applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor, its officers, agents, employees, and any subcontractors, in the performance of this Agreement shall comply with all applicable statutes and laws of the United States and the Commonwealth of Virginia, the Charter and ordinances of the City of Danville, and the applicable rules and regulations of the agencies of each. The Contractor does not, and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

During the performance of this contract, the Contractor agrees as follows:

- The Contractor also shall not discriminate against any handicapped person in violation of any state or federal law or regulation and shall also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this additional nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- Notices, advertisements and solicitations placed in accordance with federal law, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this article.
- The Contractor will otherwise comply with all other applicable provisions of local, State, and Federal law.

The City of Danville does not discriminate against faith-based organizations

**Drug Free Work Place:** During the performance of this contract, the Contractor agrees to:

- Provide a drug-free workplace for the Contractor's employees.
- Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- Include the provisions of the foregoing clauses in every subcontract or purchase order of or over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**Indemnification:** The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its agents, officials and employees in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be alleged or determine that the act was caused through negligence or omission of the Contractor or his employees, or of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its agents, officials, and employees as herein provided. The Contractor shall have charge and control of the entire work until its completion and acceptance by the City.

The Contractor shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes through the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and acceptance of the same by the City.

The Contractor shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance or subsequent to the completion of the work under this agreement by reason of injuries to

persons and damage to property, buildings, and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

The Contractor shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes.

**Insurance:** The Contractor shall not commence work under this contract until he has obtained all the insurance required hereunder and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

- Worker's Compensation including Occupational Disease and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract in an amount no less than the minimum allowed by the State Corporation Commission, and in case of such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

- Comprehensive General Liability Insurance: The Contractor shall maintain during the life of this Contract comprehensive general liability insurance as shall protect him, the City of Danville and its offices, agents and employees, and any Subcontractors performing work covered by this Contract from claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operations by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amount of such insurance shall not be less than a combination single limit of $1,000,000 per occurrence on bodily injury and property damage and $1,000,000 aggregate on completed operations. The comprehensive general liability insurance shall provide the following coverage:

Comprehensive
Premises – Operation
Products/Completed Operations Hazard
Contractual Insurance
Underground Hazard
Explosion & Collapse Hazard
Independent Contractor and Subcontractor
Broad Form Property Damage
Personal Injury

- Automobile liability insurance minimum combined single limits of $1,000,000 for any one person and subject to the same limit for each person, $1,000,000 on account of

any one accident. This insurance shall include bodily injury and property damage for the following vehicles:

Owned Vehicles
Non-owned Vehicles
Hired Vehicles

- Umbrella Policy. At the option of the Contractor, primary limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provided that the primary and umbrella policies both provide the insurance coverage's herein required. However, any such umbrella policy must have minimum coverage limits of $3,000,000.00.

All policies shall name the City of Danville, its officers, agents, and employees, as additional insured. This coverage shall be reflected on the Certificates of Insurance (including any endorsements or riders thereto), which will be provided to the City. Each Certificate of Insurance shall require that notice be given thirty (30) days prior to cancellation or material change in the policies to the Director of Purchasing.

Written evidence of the insurance required herein shall be filed with the City not later than thirty (30) days following the date of the award of the Contract. A copy of the evidence of insurance shall be filed with the Director of Purchasing.

**Billing**

- Contractor shall bill the City upon completion of all work on an hourly rate basis according to job and equipment description. Hourly rates shall include all administrative, overhead, insurance, travel, fuel, and vehicle maintenance costs of the Contractor. Invoice shall include itemized changes for each separate labor, material or equipment rate, and include itemized disposal fees or other charges. Prior to the release of payments, a visual site inspection shall be conducted to ensure that the site is clean of any debris, fine graded, seeded and straw distributed and any damaged public improvements have been repaired or replaced and street and public sidewalk cleanup has been completed.

**Payments to subcontractors:** The Contractor shall take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the City of Danville for work performed by the subcontractor

- Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or

- Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

Individual Contractors shall provide their social security numbers and proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the City of Danville for work performed by the subcontractor.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City of Danville. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**Security Exchange Commission Registration**:

Contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Virginia Title 13.1 or Title 50 or as otherwise required by law.

A Contactor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.