

CITY OF DANVILLE

BUILDING DEMOLITION

Proposal# 643

CITY OF DANVILLE

17 W. MAIN

DANVILLE, IL 61832

REQUEST FOR PROPOSAL

RFP NUMBER 643

Notice is hereby given that the City of Danville is accepting sealed RFPs for the demolition of 1 structure located at 101 W. Harrison Danville, IL 61832. RFPs will be received at the office of the City Clerk, 17 W. Main, Danville, Illinois until 10:00 A.M.(local time) on 2/14/2020 at which time they will be publicly opened and read.

Specifications may be obtained from the office of the City Comptroller, 17 W. Main St., Danville, Illinois 61832 (431-2200) during regular business hours. Specifications will also be available at www.cityofdanville.org.

RFPs must have the name and address of the vendor and the RFP number on the outside of the sealed envelope. No RFPs will be accepted after public opening. The City Council of the City of Danville expressly reserves the right to accept or reject any or all RFPs. The City also reserves the right to request additional RFPs.

The City of Danville is an Equal Opportunity and Affirmative Action Employer.

Carl J Carpenter
Public Works Director
City of Danville.

INSTRUCTIONS TO VENDORS

1. GENERAL:

To be considered, RFPs must be made in accordance with these Instructions to Vendors.

2. DOCUMENTS:

Prime Vendors may obtain RFP documents from the City Comptroller during regular business hours.

3. QUESTIONS:

- (1) Submit questions about the documents in writing to the City of Danville not less than 5 days before the time scheduled for opening RFPs.
- (2) Necessary replies will be issued to all prime vendors of record as addenda which becomes part of the RFPs instruments.
- (3) Oral instructions do not form a part of the RFPs instrument.
- (4) Prime vendors shall check with the City of Danville within 72 hours prior to the opening to confirm any addenda affecting the RFP. Please contact Tracy Craft at 217-431-2271 or 217-213-1309.

4. BASIS OF RFPS:

- (1) RFPs shall include all costs for this project as described and indicated by the documents.
- (2) Basis for RFPs shall be on the brands, products and requirements indicated or specified. Any time a brand name is used it shall be interpreted that the words "or approved equal" follow whether they actually do or not. The City shall determine if item is acceptable.

5. RFP FORM:

- (1) The BRFP shall be an exact copy of the "Form Of RFP" included in the documents prepared on the Vendors letterhead. By signing the "Form of RFP", the vendor forms the Contract, understanding that said "Contract" included the: 1) Instructions for RFPs; 2) Form of RFP; 3) General Conditions; 4) Supplemental Conditions; 5) Description of Work; 6) All Drawings and Specifications and 7) All Attachments, Bonds and Information submitted by the Vendor.
- (2) The RFP shall be signed in longhand and typed below the name of the person authorized to bind the vendor to a Contract.
- (3) Where vendor is a corporation, form must be signed with the legal name of the corporation followed by the state of incorporation and the legal signature of an officer or person authorized to bind the corporation to a contract.

6. RFP SECURITY:

- (1) Security shall be a bid bond issued by a surety licensed to do business in the State of Illinois or certified check.
- (2) Security shall be made payable to the City of Danville in the amount of five percent (5%) of the amount Proposed. You must submit a Security with the RFP, for such a RFP to be considered.
- (3) Lowest three Vendor's security shall be retained until a Contract has been signed.
- (4) City reserves the right to retain the security of the next two lowest vendors until a Contract has been executed or until sixty (60) days following the opening, whichever is shorter. All other vendor's security will be returned as soon as practical.
- (5) Should any Vendor refuse to enter into a contract, under the terms of the **Proposal Instrument**, the City will retain the Security without prejudice to any other remedies or actions the City deems appropriate.

7. SUBMITTAL:

- (1) Submit RFP, security, references and other required data in a sealed envelope.
- (2) Envelope shall be clearly identified with the project name, the name and address of the vendor and RFP number on the face of the sealed envelope.
- (3) RFPs must be received at the Office of the City Clerk, 17 W. Main St., Danville, IL 61832 no later than 02/14/2020 10:00 A.M.(local time)
RFPs will be publicly opened and no other RFPs will be accepted.

8. WITHDRAWAL:

- (1) RFPs may be withdrawn at any time before the opening but may not be resubmitted.
- (2) RFPs may not be modified after submittal.
- (3) RFPs may not be withdrawn or modified after opening unless Award of Contract has been delayed by more than sixty (60) days.

9. ACCEPTANCE/REJECTION:

- (1) The City of Danville reserves the right to accept or reject any or all RFPs, waive any technicalities or informalities in the process, postpone the opening and to reject RFPs and/or award the Contract as determined to be in the best interest of the City of Danville by the City Council of the City..

10. INITIAL AWARD:

- (1) For the purpose of preliminary consideration, the “PRIMARY VENDOR” for Demolitions will be evaluated with certain factors of consideration including, but not limited to; scope of services offered, method or approach to the actual demolition, price per location(s), amount of personnel & equipment available, experiences communicated by references and/or others with prior use of vendor, flexibility of scheduling, financial and payable controls & systems.
- (2) City may accept or reject any or all services, substitutions or RFPs.

11. SUBSTITUTIONS:

RFPs shall be based upon the articles and materials named in the specifications. Substitutions may be made only under the following condition:

- (1) At the time a RFP is received, vendors may submit on a separate sheet enclosed with the form, a list of proposed substitutions which they are willing to guarantee, stating the additions to or deductions from the price in case they are allowed. Technical data and complete descriptions shall be submitted.

12. METHOD OF RFPS:

- (1) RFPS shall include all personnel, equipment and materials necessary to perform the work for complete demolition and site restoration, and set forth in the specifications.
- (2) The City will award all selected work for the demolition vendor/contractor. Breakdown of parcels and other information is for prioritization and/ or internal use.

13. AWARD:

- (1) Award of the successful RFP shall be accomplished by acceptance of the City Council of the City of Danville and the execution of a purchase order to the successful Vendor.
- (2) A pre- demolition meeting shall be scheduled upon Award of Contract.

FORM OF RFP

This shall be reproduced on the letterhead of the Vendor exactly as indicated, with all blank spaces correctly filled in with ink or other permanent instrument. No erasures, scratch outs or white outs shall appear on the form submitted.

RFP #

To: City of Danville
17 W. Main
Danville, IL 61832

DATE: _____

Having carefully examined the Documents entitled Building Demolition at 101 W. Harrison in Danville, Illinois including area maps, conditions of the Contract, as well as the sites and all conditions affecting the work, we propose to furnish all of the work as shown on the maps and/or called for in the RFP Documents as follows:

In submitting this RFP we agree:

1. To hold this RFP pricing for sixty (60) days following public opening. Amounts included in this RFP shall be for the period from starting date to finish date of demolition and restoration.
2. To execute and deliver to the City of Danville a Contract in accordance with this RFP, and to furnish a certificate of insurance naming the City "Additional Insured" in effect for the duration of the Contract.
3. To provide a timetable and schedule of values for all work in the RFP This timetable will be met subject to strikes and acts of God.
4. To provide adequate insurance for liability and workers compensation naming the City of Danville as Additional insured.

5. To comply with Equal Opportunity and all other Federal, State and Local laws as they may apply. To comply with all agencies having jurisdiction over this work.
6. That it is the right of the City to accept or reject any or all RFPs, to waive technicalities in the process, to postpone opening and to award the contract as determined by the City Council to be in the best interest of the City of Danville.

RECEIPT OF ADDENDA is hereby acknowledged: Numbered ____, ____, ____, ____.

DATE: _____

SIGNED: _____

BY: _____

COMPANY: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

TELEPHONE: _____

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS:

- (1) Contract Documents consist of the Vendor/Contractor's RFP, submittals, Instructions For RFPs, General Conditions, Description of Work, Supplementary and other Conditions, Drawings and Specifications, all Addenda, all Amendments, Change Orders, and written interpretations of the Contract Documents. These shall form the Contract and what is required by any shall be as binding as if required by all.
- (2) By executing the Contract, the Contractor represents that they have familiarized themselves with the site(s) and all other conditions under which the work will be performed including all Contract Documents. No additional time or compensation shall be allowed for items not anticipated.
- (3) The term "work" as used in the Contract includes all labor, materials, and

equipment necessary to perform the work as required by the Contract.

2. INSPECTION/ADMINISTRATION:

- (1) The City of Danville, Department of Public Works will provide general administration of the Contract. The City, Department(s) and designated representatives shall at all times have access to the work wherever it is in preparation or progress.
- (2) Based on the Contractor's applications for payment, the City will determine the amount owing to the Contractor and will issue certifications for payment in accordance with Section 8 – Payments.
- (3) The Department will be in the first instance the interpreter of the requirement of the Contract. The City, Department and/or its designated representatives has the authority to reject work which does not conform to the Contract, and to stop the work or any portion thereof, if necessary, to ensure its proper execution.

3. CONTRACTOR:

- (1) Unless otherwise specifically noted, the Vendor/Contractor shall provide and pay for all labor, materials, tools, construction equipment and other machinery, and services necessary for the proper execution and completion of the work in accordance with all laws and codes.
- (2) The City is exempt from all taxes. Contractor shall secure all permits and licenses necessary for the execution of the work.
- (3) Contractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any agency or authority bearing on the performance of the work, and shall notify City if documents are at variance therewith.
- (4) Contractor shall be responsible for the acts and omissions of all employees and agents and all sub-contractors, their agents and employees and all other persons performing any work for the Contractor.
- (5) Contractor shall indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense is (a) attributed to bodily injury, sickness, disease or death or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission by the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder, in any all claims against the City or any of their agents or employees by an employee of the Contractor, any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The indemnification obligation under this paragraph 3.7 shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any sub-contractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

- (6) Contractor shall provide the City of Danville with a certificate of insurance confirming that the Contractor has policies in effect for the entire duration of the Contract with coverage limits for Comprehensive General Liability of not less than \$1 Million Per Occurrence, as well as Automobile and Worker's Compensation coverage. The policies shall name the City of Danville "Additional Insured" for this Contract.
- (7) Contractor shall be responsible for all items, equipment and materials on the job sites and shall provide coverage for themselves.. City does not accept any liability and is not responsible for any claims or payment of claims related to this work.
- (8) Contractor shall demonstrate that they have successfully engaged in the type of work included in this project for a period of not less than ten (10) years. Multiple references and/or projects of a similar nature shall be included in the RFP submission and shall include contact information of individuals responsible for oversight of the work. Award of Contract may include consideration of previous work experience and/or references.

4. SUB-CONTRACTORS:

- (1) A sub-contractor is any person or firm who has a direct Contract with the Contractor to perform any of the work at the site(s).
- (2) Contractor shall submit a list to the City of sub-contractors proposed for the principle portions of the work. Contractor shall not employ any sub-contractor to whom the City may reasonably object. Contractor shall not be required to employ any sub-contractor to whom they shall reasonably object. Contracts between the Contractor and all sub-contractors shall be in accordance with the terms and conditions of this Contract.

5. ROYALTIES & PATENTS:

- (1) Contractor shall pay all royalties and license fees. Contractor shall defend all lawsuits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof.

6. ARBITRATION:

- (1) All claims or disputes arising out of this Contract or breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed

in writing with the other party and the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen.

7. TIME:

- (1) All time limits stated in the Contract are of the essence of the Contract.
- (2) If the Contractor is delayed at any time in the progress of the work by changes ordered in the work, labor disputes, fire, transportation, unavoidable causes beyond the Contractor's control, or by any cause which the City may determine justified the delay, then the Contract time may be extended by Change Order for such reasonable time the City of Danville may determine.

8. PAYMENTS:

- (1) Payments shall be made within thirty (30) days of filing. Requests for payment may be submitted upon the completion of demolitions.
- (2) Payments may be held on account of (1) defective work not remedied; (2) claims filed; (3) failure of the Contractor to make payments properly to sub-contractors, or for labor, materials or equipment; (4) damage to another contractor, or (5) unsatisfactory prosecution of the work by the Contractor.
- (3) Final Payment shall not be due until the Contractor has delivered to the City a Contractor's affidavit and complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the City indemnifying it from any lien.
- (4) Making of Final Payment constitute a waiver of all claims by the City except those arising from (1) unsettled liens, (2) faulty or defective work appearing before/after substantial completion, (3) failure of the work to comply with the requirements of the Contract, or (4) terms of any guaranties/warranties required by the Contract. The acceptance of Final Payment shall constitute a waiver of all claims by the contractor except those previously made in writing and still unsettled.

9. PROTECTION OF PERSONS & PROPERTY:

- (1) Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent property damage, injury or loss to (1) all employees of the work and other persons that may be affected thereby; (2) all the work, materials and equipment to be incorporated therein and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any agency or public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any sub-contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except for loss or damage not attributable to the fault or negligence of the Contractor.

10. TERMINATION:

- (1) If the Contractor defaults or neglects to carry out the work in accordance with the Contract or fails to perform any provision of the Contract, the City may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy City may have, make good such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method City of Danville may deem expedient. If the unpaid balance of the Contract sum is insufficient to cover the expense of finishing the work, the Contractor shall pay the difference to the City of Danville.

11. EQUAL EMPLOYMENT OPPORTUNITY:

- (1) Contractor shall remain in full compliance with the Equal Employment Opportunity Clause, Illinois Fair Employment Practices Act and the Fair Employment Commission's Rules and Regulations. Non-compliance with any of the above stated provisions may result in the Contractor being declared non-responsible and the Contract may be voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- (2) Contractor shall comply with the Human Relations Ordinance, Chapter 95, in the performance of this work. Contractor shall demonstrate compliance by completing, signing and submitting the attached Employer Report Form CC-1 and related documents. Failure to do so may result in rejection of the RFP.

12. DELINQUENT TAXES:

- (1) Pursuant to Illinois Revised Statutes, Ch. 24, S11-42.1-11, the City of Danville may not enter into a Contract for goods and/or services with individuals or entities that are delinquent in the payment of any tax administered by the Illinois Department of Revenue. Before awarding a Contract the City must obtain, under oath from the individuals or entities that no such taxes are delinquent. All parties which are to be involved in the Contract must complete the attached Vendor's Sworn Statement concerning delinquent taxes and submit with the RFP.

13. AFFIRMATIVE ACTION:

- (1) Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, ancestry, national origin, place of birth, marital status or age. Contractor shall take affirmative action to comply with all of the provisions of the Municipal Code of the City of Danville.

14. SEXUAL HARASSMENT:

- (1) Pursuant to the Human Relations Ordinance, you are required to have a sexual harassment policy as part of your company's policies. If your policy complies with the elements contained in the sexual harassment guidelines, please submit a copy along with your Employer Report Form. If you need to establish a policy, the Ordinance provides that you have sixty (60) days from the date you submit a RFP to establish such policy.

SUPPLEMENTAL CONDITIONS

1. SCHEDULES:

- (1) Contractor shall submit a clear schedule of times for initiation and completion for each segment of the project and shall notify City if deviations occur. Contractor shall submit a schedule of values identifying costs for each segment of the project.

2. PROTECTION/REPAIRS/REPLACEMENT:

- (1) Contractor shall not damage any building, grounds, pavement or other surfaces or utilities during the construction. All damages shall be repaired in a manner acceptable to the City at no cost to the City. Any and all removing of structures/equipment, relocation of existing equipment or utilities, installation of devices or other temporary measures to aid in the construction shall be repaired and/or replaced by the Contractor in a manner acceptable to the City at no additional cost to the City.

3. SITE COMPLETION:

- (1) Upon Final Completion, Contractor shall be responsible for reviewing the site for all work required by the Contract Documents. This includes, but is not limited to; consolidation/removal of all trash and debris, resetting any objects moved to aid in demolition and making contact with the City representative to notify City the property has been completed.

DESCRIPTION OF WORK

1. GENERAL:

- (1) Project location is in the City of Danville, located at the address of 101 W. Harrison St. Danville, IL. Project/Program scope is to perform the demolition and restoration of property at stated addresses as determined by the City. In prior years the City has performed demolitions itself, but none of such magnitude as this. Some have expressed a desire to search for qualified and experienced vendors to perform this demolition, therefore this RFP is intended to explore the costs associated with such.
- (2) All work shall be performed in accordance with all Contract Documents. Manufacturer's recommendations and all local codes and other

applicable requirements. All proposed equipment shall be listed by a recognized testing laboratory.

- (3) Contractors shall contact Tracy Craft at 431-2271 or 213-1309 with any questions. Firms are strongly encouraged to visit the various properties to be familiar with site constraints and/or other factors that may impact your RFP.

2. PROJECT/PROGRAM REQUIREMENTS:

- (1) All proper road closures to ensure Public Safety will be completed prior to any demolition beginning. In accordance, as this site is adjacent to a State roadway, proper notification and compliance with the State and its Agencies must be completed by chosen vendor/contractor also. Any necessary traffic control shall be responsibility of vendor/contractor.

- (2) All proper air quality control monitoring must be on site and reports readily available to City authorities upon request. In addition, proper air quality procedures must be in place and used during demolition of buildings, and loading out of debris. Asbestos testing and abatement, if necessary, will be completed by the City before demolition may begin.

- (3) All proper barriers/netting and/or safety devices shall be placed before, and in use during, demolition of buildings. These devices will protect the General Public from any falling/flying and /or movements of materials during demolition. City will be held harmless for any vendor/contractor equipment damages, whether resulting from equipment failure, falling debris, or vandalism.

- (4) Vendor/contractor shall be responsible to ensure that all utilities have been retired before demolition. In addition, they shall be responsible to ensure all utilities are properly capped and sealed during demolition. Sewer lines shall be sealed and City Inspector notified for inspection, before any backfill placed upon them. Any gas, water or other utilities needing moved must be coordinated through those suppliers of such utility. These notifications are responsibility of vendor/contractor. Any charges incurred for such shall be paid by City.

- (4) All demolition debris shall be hauled to the local landfill, owned and operated by Republic Services. Said debris will be hauled by vendor/contractor chosen hauler. Preference should be given to local contractors for hauling, if possible. Said hauling/trucking fees are a part of vendor/contractors RFP. The City will be responsible for dumping fees associated with the demolition, and as such, shall be charged accordingly by Republic Services.

- (5) Vendor /contractor shall maintain all rights to any salvageable materials in buildings, and those generated through demolition of said buildings. Removal and hauling of such materials shall be separate from fees paid by City to vendor/contractor for demolition, and the sole responsibility of vendor/contractor.

(6) After demolition, proper backfill materials shall be placed and compacted to general standards. These materials and compaction shall be inspected by and approved by City Engineer. Notification that such procedure is taking place must be given before it occurs. Final placement of a minimum of 4 inches of quality topsoil must be placed upon the site. In addition, grass seed must be planted with a straw covering placed upon it. The site must have proper erosion control surrounding entire area upon completion. City will be responsible for final removal of such erosion control.

(7) Vendor/contractor is expected to work a minimum of 8 hours per day Monday thru Friday until project is complete. Saturday or Sunday work is permitted but not expected, and will not result in any further compensation.

3. OTHER INFORMATION:

BASE RFP:

(1) All RFPs must be for complete demolition and restoration of building(s) and site as is stated. Any other property which is destroyed or damaged must also be repaired, at vendor/contractors cost. A final inspection of completed work must be completed with vendor/contractor representative(s), along with City representative(s). Work must be approved and signed by City Public Works Director or his designated representative before final payment is released.