

## **REQUEST FOR PROPOSALS (RFP)**

### **CITY OF RUSHVILLE-PARKS DEPARTMENT-BUILDING DEMO/REMOVAL CITY OF RUSHVILLE-1023 N. JACKSON ST. (FORMER PARK RESTAURANT)**

To All Interested Bidders

You are invited to submit a formal proposal (bid) to demo/remove the entire structure of the pole building formerly known as the former "Park Restaurant" located in the City of Rushville-North Veteran's Park in accordance with the attached General Conditions and specifications. Please submit one original and two copies of your proposal.

A non-mandatory Pre-Bid Meeting will be held on (see attached schedule) at Rushville City Council Chambers 270 W. 15th Street, Rushville IN. 46173. All questions that arise during the pre-bid meeting and document review are due to the City of Rushville by (see attached schedule). The responses that require an addendum will be posted to the City of Rushville website at [www.cityofrushville.in.gov](http://www.cityofrushville.in.gov) no later than (see attached schedule). If you are intending to submit a proposal on this project, please be encourage to register your contact, email and phone number with Brian Sheehan, which would allow the City to communicate projects updates directly to you.

Other questions not addressed at the Pre-Bid meeting should be emailed to [bsheehan@cityofrushville.in.gov](mailto:bsheehan@cityofrushville.in.gov) no later than (see attached schedule). All questions that require an addendum will be posted on the city of Rushville website at [www.cityofrushville.in.gov](http://www.cityofrushville.in.gov) no later than (see attached schedule). All bidders need to check the city's website by this date to ensure they received all addendums on this project

**Sealed proposals will be received (see attached schedule). All proposals shall be Clearly marked with:**

**"CITY OF RUSHVILLE-PARKS DEPARTMENT-BUILDING DEMO/REMOVAL CITY OF RUSHVILLE- 1023 N. JACKSON ST. (FORMER PARK RESTAURANT)-RFP"**

**The bid will be opened publically by the Board of Works at their regularly scheduled meeting at 5:30 PM on (see attached schedule) at Rushville City Council Chambers 207 W 15th Street, Rushville IN 46173.**

**All sealed proposals must be delivered following address;**

City of Rushville Attn: Brian Sheehan 133 W. 1st Street Rushville, IN 46173

Proposals will be opened at the time and date, and location indicated above. Faxed or emailed proposals will not be accepted. The proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of proposals. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.

**This package consists of:**

General conditions required forms

Disassembly-Layout mapping and numbering system

Re-assembly Instructions

Project site map

**General Conditions**

**1. Scope of work**

The following are the general conditions for the work to be performed. It is understood that except as otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation, of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Rushville) necessary for the execution of work shall be secured and paid for by the vendor. The City of Rushville permits and/ or licenses shall be secured by the vendor but no fees will be charged to the vendor. All supplies and material shall be new.

Any work necessary to be performed after regular working hours, such as worked performed on Sundays or legal holidays shall be performed without additional expense to the owner.

The contractor shall return the site with original drainage patterns, sloping to Hodges Branch, reseeded the site with either erosion control blankets or straw after all materials have been removed from the site. The City shall designate the final location of storage of disassembled structure.

Contractor shall be responsible for any maintenance of traffic and erosion control measures required during the project.

Contractor shall take measures to secure the site throughout the project via fencing or other approved method agreed to by the city.

**2. Existing Conditions**

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

### **3. Insurance**

Prior to the commencement of work, the vendor shall furnish to the owner a Certificate of Insurance showing compliance with the following requirements:

The Vendor agrees to comply with the provisions of Worker's Compensation laws of the state of Indiana. The Vendor further shall maintain such other insurance (with limits as shown below) as shall protect the Vendor and the owner from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and the bidder shall furnish. The owner with certificates and policies of such insurance as shown below. All insurance coverage's shall be maintained until the work has been completed by the vendor.

Below are listed the insurance coverage which must be procured by the Vendor at his expense. The vendor agrees to follow instructions indicated in each case.

- a) Proof of current workers compensation.
- b) General Liability Coverage - \$1,000,000 coverage minimum
- c) Vendor's Public liability insurance - Personal injury including death-limits of \$200,000.00 for each person and \$500,000.00 for each accident.
- d) Property damage – limits of \$500,000.00 for each accident and \$1,000, 000.00 for the aggregate.

**Certificate of insurance with the City of Rushville listed as additional insured must be sent to the owner prior to commencement of work.**

Insurance must be written by a company licensed to do business in the State of Indiana

### **4. Statement of Vendor's qualifications.**

As part of the proposal, the Vendor must complete the attached "Statement of Vendor's Qualification" form. The Vendor may be required, before awarding of contract, to demonstrate to the complete satisfaction of the City, that the Vendor has the necessary certifications , licenses, facilities , ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature, the vendor has completed work with the City of Rushville that to the satisfaction with the City of Rushville; and that the Vendor has past history and references which will assure the City of the Vendor's qualifications for executing the work.

## **5. Taxes**

The City of Rushville is a tax exempt organization. A copy of the City's tax exempt form will be furnished

## **6. Governing law**

All proposals and related documents submitted to the City of Rushville by Vendors are governed under the laws of the State of Indiana and local ordinances, polices and regulations.

## **7. Schedule**

**RFP Approval (Board of Works) 5:30 PM - 8/07/2018 RFP – General Conditions and Specifications Available 9:00 AM – 8/10/2018 Pre-Bid (at Council Chambers) 8:00 AM – 8/20/2018 Pre-Bid Questions from contracts (for Addendum) 2:00 PM – 8/24/2018 Addendum (Revisions to bid package) 2:00 PM – 8/28/2018 Sealed Bids Due (to City Hall) 3:30 PM – 9/18/2018 Bid Opening (Board of Works Meeting) 5:30 PM – 9/18/2018 Earliest Award date possible 5:30 PM – 10/02/2018 Award Project/Notice to Proceed (No later than) 5:30 PM – 10/16/2018 Project Duration EOD – See RFP General**

## **Conditions**

## **8. Addenda**

If any questions arise from the RFP the bidder may submit to Brain Sheehan. A request for interpretation via email at [bsheehan@cityofrushville.in.gov](mailto:bsheehan@cityofrushville.in.gov) . Any interpretation of documents will be made by addendum to the RFP. Any addenda will be published on the city website on the procurement page at [www.cityofrushville.in.gov](http://www.cityofrushville.in.gov) no later than (see attached schedule).

All questions shall be emailed to [bsheehan@cityofrushville.in.gov](mailto:bsheehan@cityofrushville.in.gov) no later than (see attached schedule). All questions that arise that require an addendum will be posted to the City of Rushville website at no [www.cityofrushville.in.gov](http://www.cityofrushville.in.gov) later than (see attached schedule).

The City of Rushville will not be responsible for any other explanations or interpretations. The City of Rushville reserves the right to extend the due date if such information significantly amends this solicitation (substantial revisions to the scope of the project) or makes compliance with the original due date impractical. The City of Rushville reserves the right to reject any or all proposals and waive technicalities and informalities.

## **9. Proposal Form and Format**

Proposals should be submitted in the format specified within this document, contain information required by the RFP, and be submitted in a sealed envelope addressed to:

City of Rushville Attn: Brian Sheehan 133 W. 1st Street Rushville, IN. 46173

Sealed proposals will be received until (see attached schedule). All proposals shall be clearly marked with "City of Rushville - Building Demo/Removal – Park Restaurant - RFP". The bid will be opened publicly by the Board of Works at their regularly scheduled meeting at (see attached schedule) at Rushville City Council Chambers 207 W 15th Street, Rushville IN 46173.

## **10. Deviations**

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the City of Rushville as being the lower price, unless the bidder requested in writing a corrections or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposals is late. No late proposal, late modification, or late withdrawal will be considered and shall be returned to the Vendor unopened. The City of Rushville reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interest of the City of Rushville. The City will be the sole judge as to whether proposals submitted meet all requirements contained in the solicitation.

## **11. Affidavits**

Before acceptance of the proposal by the City, the Vendor will be required to furnish affidavits on the enclosed forms.

## **12. Withdrawal of Proposal**

A proposal cannot be withdrawn after it is filed, unless (a) The Vendor makes a request in writing to the City prior to the time set for opening of proposals or (b) The City fails to accept a bid within thirty (30) days after the bid opening date.

### **13. Award on Contract**

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of the City of Rushville within 30 days of the bid opening date. This solicitation does not commit the City of Rushville to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City.

### **14. Contract Form**

Upon contract award, the city and vendor will have a signed contract prior to any work being started.

### **15. Change in Contract**

The Owner will not be responsible for any change in the work (via change order) involving extra cost unless approval in writing is furnished and approved by the City of Rushville before such work is begun.

### **16. Indemnification**

The Vendor agrees to hold the City of Rushville harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the owner of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the Vendor or Subcontractor. (Please see attached form)

### **17. Installation**

The City anticipates issuing a notice to proceed no later than (see attached schedule), following award. The successful bidder shall complete demolition within 30 calendar days from the date of the Notice to Proceed.

### **18. Inspection**

The City of Rushville reserves the right to inspect the project. This can be achieved by a variety of means. The City can hire at their own expense and engineer or independent expert in the field being inspected. The City also can task the building inspector or building maintenance superintendent with the responsibility of inspection and oversight.

The scope of the inspection, is to include but is not limited to, building materials, workmanship, safety, code compliance, scope compliance and impact on the project warranty.

The contractor is to adhere to the remediation, recommendation and direction of the inspection and oversight expert to get the sign-off of the project by the City of Rushville.

## **19. Drawings**

This section is applicable even if engineering/architectural drawings are not provided on the job.

Construction details need to be provided in critical areas of concern where workmanship and are critical.

If not provided it is assumed that the contractor will follow the best practices of the industry/trade (via their governing agency/organization).

## **20. Warranty**

Contractor shall take care to preserve and label materials throughout disassembly process.

## **21. Preconstruction Site Visit**

To arrange a site visit, please contact Brian Sheehan via email at [bsheehan@cityofrushville.in.gov](mailto:bsheehan@cityofrushville.in.gov) or phone at (765) 932-3735.

## **22. Local Vendor Preference**

The City of Rushville has a local vendor preference policy.

## **23. Qualification for Payment**

The City of Rushville has the right to sign-off on the project payment request(s) at project milestones or at predetermined points of progress (i.e. 50% complete, 90% complete and 100% complete). The sign-off will be required by the preapproved City Agent, and those inspecting agent(s) for the completed project trade(s) before the project claim can be paid.

## **24. Payment Pending**

Payment of payment claims can/will be delayed unless concerns: materials, workmanship and warranty are sufficiently addressed.

## **25. Payments**

A single payment will be made to the Vendor when all aspects of the contract have been completed to the Owner's satisfaction. The City will consider other reasonable arrangements should they be requested by the Vendor.

## **26. Application for Payment**

All applications for payment shall be mailed:

City of Rushville Attn: Brian Sheehan 133 W. 1st Street Rushville, IN 46173

## **27. Project Duration and Schedule**

The acceptable length of time (from start to finish) of the project. The start of the project will be considered the date of the RFP acceptance (and/or signing of a contract) and completion would be the accepted completion of the project punch list.

A more detailed schedule provided by the contractor is always encouraged

45 Days is the anticipated duration of this project.

## **28. Liquidated Damages**

Liquidated damages in the amount of \$100 per day from each calendar day after the (See Project Duration and Schedule) outlined project timeline will be charged to the Contractor (See General Contractor Note #27). Liquidated damages will not be charged for delays associated with weather. Furthermore, the City will consider all other reasonable requests associated with delays.

## **29. Construction during City of Rushville office hours**

Work shall be performed in a manner not to impede the day to day function of the Parks Department or Street Department unless scheduled and approved by the building official.

Construction hours shall be between 7:00 a.m. and 6:00 p.m.

## **30. Weather**

Assumes normal precipitation

## **31. Staging**

An allotted area at South Veterans Memorial Park will be allowed for material storage and a site dumpster. The exact extents and limits of the staging area need to be coordinated and approved by Brian Sheehan – Director of Special Projects prior to any material or dumpster placement.



### **32. Cleanup Site**

All grounds around structure shall be secured with some form of fencing/barrier. All area outside the fencing/barrier shall remain clean and free of any construction debris.

### **33. Damage**

Any existing pavement, curb, grass, landscaping, utilities, existing building or fencing damaged due to construction activities shall be restored to original or better condition by the contractor at no additional costs to the Owner.

### **34. Vendor Employees**

Contractor shall supply the name and date of birth for all on-site employees to the Human Resource Department at City Hall.

### **35. Personal Protection Equipment (PPE)**

Vendor shall comply with all OSHA Requirements and shall be responsible for required PPE of all employees.

### **36. Construction Waste**

Vendor shall supply an approved dumpster for construction waste. Construction waste shall be disposed of at an approved waste facility. Contract shall include all haul off expenses in the bid.

### **37. Sanitation**

Vendor shall supply a minimum of one on-site portable restroom. Location shall be determined by the City of Rushville.

**PROPOSAL FORM**

**CITY OF RUSHVILLE – BUILDING DEMO/REMOVAL – PARK RESTAURANT**

**NO LATER THAN (See attached schedule)**

**DELIVER TO:**

City of Rushville Attn: Brian Sheehan 133 W. 1st Street Rushville IN 46173

**Name of Firm:** \_\_\_\_\_

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal (RFP) for CITY OF RUSHVILLE-PARKS DEPARTMENT-BUILDING DEMO/REMOVAL CITY OF RUSHVILLE–1023 N. JACKSON ST. (FORMER PARK RESTAURANT), any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties and delivery of specified in the attached proposal for the total sum not to exceed:

GRAND TOTAL \$ \_\_\_\_\_

Respectfully Submitted,

Name \_\_\_\_\_ of \_\_\_\_\_ Firm:  
\_\_\_\_\_ Address of

Firm: \_\_\_\_\_ Signature:  
\_\_\_\_\_ Telephone

Number: \_\_\_\_\_ Name

Title: \_\_\_\_\_ Name

and Title of Vendor’s Representative who will service contract: \_\_\_\_\_

Address and Telephone Number of Vendor’s Representative: \_\_\_\_\_

Email address of Vendor’s Representative who will service contract: \_\_\_\_\_

# STATEMENT OF VENDOR'S QUALIFICATION

To accompany proposals submitted for CITY OF RUSHVILLE-PARKS  
DEPARTMENT-BUILDING DEMO/REMOVAL CITY OF RUSHVILLE-1023 N. JACKSON ST.  
(FORMER PARK RESTAURANT).

Name of Vendor: \_\_\_\_\_ Telephone  
Number: \_\_\_\_\_

## Please Provide Three References;

### REFERENCE 1:

NAME: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_ TITLE:  
\_\_\_\_\_ AFFILIATION:  
\_\_\_\_\_ PHONE NUMBER:  
\_\_\_\_\_

### REFERENCE 2:

NAME: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_ TITLE:  
\_\_\_\_\_ AFFILIATION:  
\_\_\_\_\_ PHONE NUMBER:  
\_\_\_\_\_

### REFERENCE 3:

NAME: \_\_\_\_\_  
ORGANIZATION: \_\_\_\_\_ TITLE:  
\_\_\_\_\_ AFFILIATION:  
\_\_\_\_\_ PHONE NUMBER:  
\_\_\_\_\_

# PROPOSAL CHECKLIST FOR THE CITY OF RUSHVILLE

## BIDDERS

Name of firm: \_\_\_\_\_

**YOU ARE REQUIRED TO COMPLETE AND INCLUDE IT IN YOUR IT WITH YOUR PROPOSAL. YOUR PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL AND THREE COPIES OF THE FOLLOWING ITEMS IN THE ORDER SPECIFIED:**

\_\_\_\_ 1. SIGNED PROPOSAL CHECKLIST \_\_\_\_ 2. SIGNED PROPOSAL FORM \_\_\_\_ 3. COMPLETE STATEMENT OF VENDOR'S QUALIFICATIONS \_\_\_\_ 4. E-VERIFY AFFIDAVIT \_\_\_\_ 5. PROOF OF INSURANCE \_\_\_\_ 6. SIGNED INDEMNIFICATION STATEMENT \_\_\_\_ 7. WARRANTY INFORMATION \_\_\_\_ 8. NAME OF PARTNER CONTRACTORS/SUBCONTRACTORS (LIST BELOW ON LINES PROVIDED):

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SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE:

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DATE: \_\_\_\_\_

## **E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor):

By (Written Signature):

(Printed Name):

(Title):

Important – Notary Signature and Seal Required in the Space Below

STATE OF

SS: COUNTY OF

Subscribed and sworn to before me this day of , 20 .

My commission expires: (Signed)

Residing in County, State of

## **PROJECT DESCRIPTION AND SPECIFICATIONS**

The City of Rushville is seeking proposals to demo/removal of the Former Park Restaurant at North Veteran's Park – 1023 N. Jackson Street, Rushville, IN 46173.

### **Option I – City Demo (NO CONTRACTOR PORTION)**

The City of Rushville to remove the building with excavator and with no concern to salvaging anything. Place building in dumpsters and have building hauled away.

The City of Rushville to return site to original contour and prepare for final grading. Plant the site with grass seed so that completion the site is returned to original state.

### **Option II – City Demo (Partial Salvage) – (NO CONTRACTOR PORTION)**

City of Rushville will remove the “brick” veneer. The veneer will be placed on plastic pallets and wrapped with plastic. The pallets will then be moved to Laker building storage to be used on a future project.

The City of Rushville to remove the windows and placed on plastic pallets and wrapped with plastic. The window pallets will then be moved to Laker building storage to be used on future project.

The City of Rushville to remove the building with excavator and with no concern to salvaging anything. Place building in dumpsters and have building hauled away.

The City of Rushville to return site to original contour and prepare for final grading. Plant the site with grass seed so that completion the site is returned to original state.

### **Option III – Contractor Demo (City - Partial Salvage)**

Once the City of Rushville has removed any potential salvage material. Those potentially being “brick” veneer and windows.

The contractor will then be tasked with removing the structure with not thought to further salvage on the city's behalf. Once demolished the contractor will place the building debris in dumpsters and have building hauled away.

Contractor to return site to original contour and prepare for final grading. Plant the site with grass seed so that completion the site is returned to original state.

#### **Option IV – Contractor Purchase and Removal**

Contractor will take ownership of the building components. The contractor is responsible all facets of the building removal: photography, documentation (labeling and layout), disassembly, transportation (to the contractor's site).

Contractor to return site to original contour and prepare for final grading. Plant the site with grass seed so that completion the site is returned to original state.

#### **Option V – Contractor to Disassemble for City Reuse**

City of Rushville will remove the "brick" veneer. The veneer will be placed on plastic pallets and wrapped with plastic. The pallets will then be moved to Laker building storage to be used on future project.

The City of Rushville to remove the windows and placed on plastic pallets and wrapped with plastic. The window pallets will then be moved to Laker building storage to be used on future project.

The Contractor to photograph, document (layout) and label all building components.

Contractor to remove metal roofing and siding and stacked them for recycling or salvage reuse.

The contractor is to disassemble the framing components of the building in a manner that the components can be stacked in an orderly to all transport, stored in a manner that it can be reused/reassembled in at a later date. The components are intended to include, but are not limited to purlins, nailers, trusses and columns.

Any material that is damaged in the disassembly process needs to be verified by the owners' representative and recorded by the contractor. Any material that cannot be reused due to damage or miscellaneous refuse should be placed in the dumpsters by the contractor and removed from the site.

At the completion of the demolition the contractor is to return the site to original contour and prepare for final grading. The contractor to plant the site with grass seed so that at final completion the site is returned to original state.