

Maintenance Department
501 Newton Street, Danville, VA 24541
Tele: 434-799-6481 Fax: 434-799-6532
lramsey@mail.dps.k12.va.us

March 17, 2017

RFP-1617- 415

**INVITATION TO BID – Pave Parking lots at O.T. Bonner and
Maintenance.**

The Danville Public Schools Maintenance Department is requesting sealed bids for removing existing pavement and replace with new asphalt, subject to conditions contained herein and attached hereto. Sealed proposals will be received at the Office of the Superintendent of Schools, 341 Main Street, Suite 100, Danville, VA 24541, until, but not later than **2:30 p.m.** local prevailing time, **April 3, 2017** and then opened and publicly read.

Bids should be submitted in a sealed envelope and mailed to:

Chief Operations Officer
Danville Public Schools
341 Main Street
P.O. Box 9600
Danville, VA 24543

SCOPE OF SERVICE

This work is located at:

- 1- O.T. Bonner Middle School, 300 Apollo Drive, Danville, VA 24540.

The intent of this invitation is to secure a contractor to remove and dispose the existing asphalt and remove existing concrete and install new as indicated on drawings. Remove and apply any needed base materials and pave. This includes the front circle and parking areas and the rear loading dock area. There is also a small section of the rear circle drive that will be included in this project.

New pavement in front of Bonner will require stripping, lettering and directional arrows in white traffic paint.

- 2- Maintenance Department, 501 Newton Street, Danville, VA 24541

Remove and dispose of existing asphalt in a 75' x 45' area. Place 4" of binder and 2" of topping on entire area.

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TIME OF COMPLETION

The work at O.T. Bonner is to be done beginning the week of June 1 and be completed by August 1, 2017. This is summer break for Danville Public Schools.

The work at the Maintenance Department can start May 1, 2017, as should be completed by May 31, 2017.

The successful bidders and subcontractors shall be properly registered contractors and have a City of Danville business license.

SCOPE OF WORK

Bonner – Front Circle

- Remove existing asphalt by milling to base material or by breaking up to existing base. Remove and dispose.
- Stabilize any soft subgrade by removal and disposal of unsuitable material
- Backfill with 21A aggregate to a depth of 2” with a 95 % compaction
- Install BM-25.0 base asphalt to a depth of 2”.
- Install SM-9.5A, asphalt base to a 2” depth.
- Mark parking spaces as existing, applying two coats of white traffic grade, non-reflective paint. Stripes are to be 4” wide. Directional arrows are to be the same paint as above.
- Mark Fire Lane in red as existing.

BACK LOADING DOCK AREA

- Remove existing asphalt by milling to base material or by breaking up to existing base. Remove and dispose.
- Remove concrete and asphalt around storm drain grate, rebuild storm drain to new surface height.
- Install additional concrete pad in front of dumpster. This pad should measure 24’ long x 12’ wide. Pad to be 6” reinforced with ½” rebar and tied to existing concrete pad with ½” rebar.
- Remove approximately 2,400 sq. ft. of asphalt in front of the loading dock that is damaged.
- Backfill with 21A aggregate to a depth of 4”. Install BM-25.0 base asphalt to a depth of 4”. Install SM-9.5A, asphalt base 2”.
- Install 2” SM-9.5A pavement over entire asphalted area.

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MAINTENANCE DEPARTMENT

- Cut out asphalt at dumpster location and install 12' x 20' 6" concrete reinforced pad.
- Remove and dispose existing asphalt from an area 75' x 45'.
- Stabilize any soft subgrade by removal and disposal of unsuitable material
- Backfill with 21A aggregate to a depth of 2" with a 95 % compaction
- Install BM-25.0 base asphalt to a depth of 4".
- Install SM-9.5A, asphalt base to a 2" depth.

Finished surface must be level with garage floor, dumpster pad and existing parking lot.

SUBCONTRACTING

The contractor may subcontract services to be performed with the prior approval of Danville Public Schools, which will not be unreasonably delayed. Such approval will not be considered as making Danville Public Schools a part of such contract. Nor shall it subject Danville Public Schools to liability of any kind from any subcontractor. Danville Public Schools will deal solely with the general contractor.

REFERENCES

Please include at least five (5) commercial references along with names and contact numbers.

INSURANCE REQUIREMENTS

By signing and submitting a quote under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder further certifies that the contractor and any subcontractors will maintain the insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- A. The contractor, prior to commencing work, shall provide at his own expense, the following insurance to the School Board evidenced by certificates of insurance. Each certificate shall require that notice be given, thirty (30) days prior to cancellation or material change in the policies, to the Director of Maintenance & Operations.

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1. Virginia workers' compensation including occupational disease and employer's liability insurance.
 - a. STATUTORY - Amount and coverage as required by workers' compensation laws of the Commonwealth of Virginia.
 - b. EMPLOYER'S LIABILITY - \$100,000 each accident, \$100,000 each occurrence.
2. LIABILITY - The contractor shall maintain a general liability policy which includes the following coverage:
 - a. Premises – operations
 - b. Products/completed operation hazard
 - c. Contractual insurance
 - d. Independent contractor

The comprehensive general liability policy shall have a bodily injury and property damage combined single limit of liability of \$1,000,000 minimum, per occurrence.

3. Automobile liability insurance with minimum combined single limits of \$500,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned
 - b. Non-owned
 - c. Hired vehicles
 4. Professional liability insurance with minimum limits of \$250,000 per claim and \$250,000 aggregate limit of liability.
- B. The contractor shall add the Danville School Board as a rider on the above insurance policies for the duration of this contract.
- C. The contractor must be bonded and insured and have a current City of Danville Business License. Contractor not already on our vendor list will be required to supply a W-9 form to Danville Public Schools in order to be placed on our listing prior to commencing work. Evidence of insurance will be required prior to contractor receiving award.

INDEMNIFICATION

- A. The contractor shall assume the defense of and indemnify and hold harmless the School Board, its officers and agents, and employees from and against any damages to property or injuries to or death of any person or persons, including property and employees or agents of Danville

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Public Schools, its agents, officers, and employees, from any claims, demands, suits, actions, or proceedings of any kind, including worker's compensation claims, of or by anyone, in any way resulting from or rising out of the operations in connection with the work described in the contract, including operations of subcontractors and acts or omissions of employees or agents of Contractor or Contractor's subcontractors. Contractor shall procure and maintain, at the Contractor's own expense, any additional kinds and amount of insurance that, in the contractor's own judgment, may be necessary for Contractor's proper protection in the prosecution of the work.

- B. The Contractor shall, at his own expense, appear, defend, and pay all charges of attorney and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Danville School Board, and/or its officers, agents, and employees, 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 Danville School Board, its agents, officers, and employees as herein provided.
- C. The Contractor shall assume all risk 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 the work caused by acts of God, acts of Public Enemy, acts of Government, quarantine restrictions, general strikes, through 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 Danville Public Schools.
- D. 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.
- E. The Contractor, however, will not be obligated to indemnify Danville Public Schools, its officers, agents, or employees against liability for damage arising out of bodily injury to persons or damages to property caused by or resulting from negligence of the Danville Public Schools or its officers, agents, and employees.

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EQUAL EMPLOYMENT

During the performance of the contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause.
- B. 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.
- C. The Contractor, in solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such contractor is an equal opportunity employer.
- D. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- F. The Contractor does not, and shall not during the performance of this contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

SCC NUMBER

- A. Contractors organized as a stock or non stock 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.
- B. A contractor organized or authorized to transact business in the Commonwealth pursuant to Virginia Title 13.1 or Title 50 shall include in its bid, quote 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

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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.

SPECIAL CONDITIONS

- A. Danville Public Schools is a No Smoking facility. **Smoking is NOT allowed in or on the building, on school grounds or in vehicles located on school grounds. Failure to abide by this rule will be grounds for removal of the guilty party or cancellation of contract.**
- B. Prior to awarding a contract for the provision of services that require the contractor or his/her employees to be in the presence of students during regular school hours or during school-sponsored activities, the School Board will require the contractor, and when relevant, any employee who will have direct contact with students, to provide certification:
 - 1. **that he or she had not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and,**
 - 2. **whether he or she has been convicted of a crime of moral turpitude.**

Legal Refs.: Code of Virginia, 1950, as amended, Sections 2.2-4300 et seq., 22.1-296.1.

DRUG-FREE WORK PLACE

During the performance of this contract, the contractor must agree to the following:

- A. Provide a drug-free workplace for the contractor's employees.
- B. 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.
- C. State in all solicitations or advertisements for employees placed by the contractor that the contractor maintains a drug-free workplace.
- D. Include the above provisions in every contract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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BID EVALUATION

IN DETERMINING THE "LOWEST RESPONSIBLE BIDDER", IN ADDITION TO PRICE AND EQUALS, THE FOLLOWING FACTORS WILL BE CONSIDERED:

1. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
4. The quality of performance of previous contracts or services with Danville Public Schools.
5. The quality, availability and adaptability of the goods or services to the particular use required.

The bidder further agrees that:

1. Danville Public Schools, in protecting its best interest, reserves the right to reject any or all bids or waive any defects in favor of Danville Public Schools. Any changes, erasures, deletions in the unit price on the quote sheet, modifications in the bid form, or alternate proposals not specified in the bid proposal shall make the proposal irregular and subject to rejection.
2. All quantities listed are estimates only and Danville Public Schools reserves the right to raise, lower, or eliminate any quantity or item and in any case the unit or lump sum prices shall be used in determining partial or final payment.
3. If awarded the contract, they will execute and deliver to Danville Public Schools within ten (10) consecutive calendar days after their receipt of the contract documents, a satisfactory Performance Bond and Payment Bond, as required, in the amount of one hundred percent (100%) of the contract amount along with the signed agreement.
4. In case of failure on their part to execute an agreement within ten (10) consecutive calendar days after written notice being given on the award of the contract, the monies payable by the Security accompanying this bid shall be paid to Danville Public Schools, as liquidated damages for such failure; otherwise, the Security accompanying this bid shall be returned to the bidder.

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The undersigned hereby declares that he or she are the only person or persons interested in the proposal as principal or principals; that this proposal is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder also declares that he/she has examined the site of the work and is informed fully in regard to all conditions pertaining to the place where the work is to be done; that the specifications for the work and contractual documents relative thereto have been examined, and has read all special provisions furnished prior to the bid opening; that he/she has satisfied themselves relative to the work to be performed, and materials and equipment to be furnished.

The bidder proposes and agrees, if this proposal is accepted, to contract with Danville Public Schools to furnish all necessary material, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to perform in full and complete the requirements of the specifications and contract documents, to the full and entire satisfaction of Danville Public Schools.



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IN COMPLIANCE WITH INVITATION TO BID # RFP-1617-415 AND SUBJECT TO ALL CONDITIONS THEREOF AND ATTACHED HERETO, THE UNDERSIGNED OFFERS AND AGREES IF THIS BID BE ACCEPTED, TO FURNISH ANY AND ALL SERVICES FOR WHICH PRICES ARE QUOTED.

(Firm Name)

(Firm Address)

(City, State, Zip Code)

(Representative Name)

(Signature)

(Title)

(Date)

(Telephone Number)

(Fax Number)

IS A COPY OF YOUR CLASS (A) VIRGINIA CONTRACTORS LICENSE INCLUDED?
YES _____ NO _____



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PRICE QUOTE - O.T. Bonner Middle \$ _____

Maintenance Department \$ _____