



REQUEST FOR PROPOSALS TITLE PAGE
Include this Page as the First Page in the Proposal Response

City of Lynchburg, Virginia
Procurement Division

Proposal Title: Planning, Architectural, Engineering Design and Public Involvement Services for Improvements to the City Market Space External to the Existing Buildings at the Corner of 12th and Main

This is the City of Lynchburg's Request for Proposals (RFP) No. 16-005, issued June 7, 2015. Direct inquires for information should be directed to Stephanie Suter: e-mail: stephanie.suter@lynchburgva.gov; Phone: 434-455-3963; Fax: 434-845-0711. All requests for clarification of or questions regarding this RFP must be made in writing and received by 2:00 p.m., July 2, 2015. All responses to this solicitation shall be in strict accordance with the requirements set forth in this RFP document and the ensuing contract documents.

An optional pre-proposal meeting with tour of underground space will be held on June 16, 2015, 10:00 a.m., at the Lynchburg Community Market, 1219 Main Street, Lynchburg, Virginia, 24504.

Sealed proposals will be publicly accepted prior to **4:00 p.m., July 9, 2015**; however, only the names of firms responding will be available for announcement. Proposals received after the stated due date and time shall not be considered and will be returned to the Offeror. Submit proposals in a sealed, opaque envelope, and put the RFP number, title, due date and time on the lower left front. Offerors are responsible for having their proposal stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. Any alteration or changes to this RFP will be made only by written addendum issued by the Procurement Division, and all Offerors are responsible for obtaining issued addenda from the City's Procurement website: <http://www.lynchburgva.gov/current-solicitations>.

Acknowledge receipt of addenda here: No. _____ Date: _____ No. _____ Date: _____

Submit Proposals: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:

Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

Information the Offeror deems Proprietary is included in the proposal response in section(s): _____
See Paragraph B. on page 2 for guidelines on submitting proprietary information.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: (____) _____

_____ E-mail address: _____

Signature: _____

Typed or Printed Name, Title

City Procurement Manager's Signature

I. SUBMISSION OF PROPOSALS

- A. **An original (1), so marked, and (5) copies, so marked, for a total of (6)** of the proposal document are required. In addition, submit one (1) copy of proposal in an electronic format on CD. The City will not assume responsibility for reproduction where an insufficient number of copies have been supplied. In any such case, the City will notify the Offeror of the deficiency and request that the appropriate number of copies be delivered within 24 hours. Failure to comply with this or other requirements of this Request for Proposal shall be grounds for the City to reject such proposals. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered.
- B. **Submission of Proprietary Information**
Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. (Section 2.2-4342 F. of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not in the separate section labeled proprietary shall be considered Public Information.
- C. Proposals having any erasures or corrections must be initialed by the Offeror in ink.
- D. The City reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors. Any contract resulting from this Request for Proposal shall not be exclusive to the successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest. If this is a cooperative procurement, each entity referenced will award a contract in accordance with its respective independent procurement policies and procedures and as it deems will best serve its interest.
- E. By submitting a proposal, the Offeror agrees that the proposal will not be withdrawn for a period of 90 days following the due date for proposal responses.
- F. By submitting a proposal, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.
- G. By submitting a proposal, the Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.
- H. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit proposals.
- I. The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a proposal. All proposals submitted will become the property of the City.
- J. By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the City, or in a procurement involving federal funds, by the Federal Government. A copy of the City debarment procedure in accordance with Section 18.1-10 of the City's Procurement Ordinance is available upon request.

II. PURPOSE

The intent of this Request for Proposal (RFP) is to solicit sealed proposals from highly qualified firms to provide professional services for the design of the exterior renovations at the City Market.

III. SCOPE OF SERVICES

The City of Lynchburg is seeking proposals from highly qualified firms interested in providing Planning, Architectural, Engineering Design and Public Involvement Services for improvements to the City Market space external to the existing buildings at the corner of 12th and Main. Services will include, but are not limited to: structural engineering, retaining wall design, site design, architectural design and renderings, storm water design, geotechnical analysis, public involvement and preparation of detailed plans, specifications, traffic circulation plan, cost estimates, bid assistance and other optional services such as, hazardous materials investigations and consensus building.

The project consists of preparing concepts for, and final design of the chosen concept for, renovation of the external market space as well as the structurally deficient storage area under half of the existing parking. Concepts and cost estimates for the renovation will be shared with staff and the public and a final concept chosen for design and construction.

A tour of the underground space will be offered following the pre-proposal meeting. This will be the only opportunity for access to this space. The Community Market Parking Deck Condition Report, dated November 19, 2014, is attached for informational purposes.

Responding firms will be required to identify specifically the availability/qualifications of proposed project members assigned to provide this service, current workload, projects of the firm which illustrate capabilities relevant to this project. Provide a list of hourly billing rates of assigned staff.

Phases: The following phases include all activities required by the Engineer to undertake and accomplish a full and complete project design, including (but not limited to):

Preliminary Design Phase:

1. Review all constraints and parameters as may be applicable to the design of the project.
2. Shall conduct all meetings with City staff and affected Federal, State regulatory agencies to obtain information and to coordinate or resolve design matters.
3. Conduct necessary public meetings and hearings necessary to gain community consensus for the proposed project.
4. Identify and design any necessary utility relocation for the final project.
5. Evaluate existing engineering data, field investigations, surveys and engineering/environmental studies, and prepare permit applications for submission to the appropriate authority(s) where such permits are required.
6. Recommend solutions and meet with City of Lynchburg to determine final design configuration.
7. Prepare detailed plans, specifications and preliminary cost estimates. Meet with City project manager on a monthly basis to review progress.
8. Adhere to the City's published design standards and standard bidding format.

Final Design Phase:

1. Facilitate public meetings or hearings conducted by the City and assist in answering questions. Meet monthly with City project manager to review progress.
2. Prepare final plans and specifications based on the preliminary plan approval and applicable federal, state, local regulations and requirements.
3. Print and provide necessary copies of drawings and final contract specifications.
4. Plans shall be prepared in the latest available version of AutoCAD.

Bidding Phase:

1. Prepare plans and specifications and obtain written approval by City Engineer.
2. Present completed package, including a recommended listing of potential bidders with complete addresses, to the City for advertisement and public posting.
3. Attend any pre-bid conferences, attend the bid opening, review bids and recommend to the City award to the lowest responsive, responsible bidder who complies with all Federal, State and Local regulations. Recommendation must be in writing and must clearly state supporting reasoning for recommendations.
4. Alternately, work with City selected Construction Manager to complete the bidding of the project.

Responsibilities of the City:

1. Prepare the final bid document and post the solicitation and all notifications as required. The City will pay for any advertising costs.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Firm to perform his/her services under this agreement.
3. Furnish all required approvals and permits from governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
4. Give prompt written notice whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of the Firms services.

Mandatory Requirements:

1. Compliance with all applicable terms of this RFP and the subsequently negotiated Contract.
2. Compliance with all applicable standards of the associated profession
3. Compliance with all applicable Federal, State and local laws

IV. PROPOSAL PREPARATION

Proposals must address the tasks included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities. Responses shall be limited to no more than 10 pages excluding the cover, including all other materials. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information will receive a lower ranking.

Offerors should organize their proposals using the format described below:

1. Furnish the **REQUEST FOR PROPOSALS TITLE PAGE** and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.
2. Letter of transmittal including name, address and telephone number of firm, including the location of the office that will directly contract for the work. Include in this letter a brief summary as to why the firm(s) feels qualified to provide the requested services as well as all proposed team members.
3. Brief history of the firm, including years in business as an established firm.
4. The name, position and telephone number of contact person authorized to conduct negotiations and authorize final contracts or otherwise bind the firm to a contractual relationship.
5. A specific listing of services the firm is uniquely qualified to provide.
6. Specific staff experience, by professional and educational qualifications, as it relates to providing services for the project scope.

7. Proposed project manager and lead technical positions to be committed to this project and the availability of those individuals.
8. Demonstrate understanding of the project and the proposed approach.
9. List 3 current and past work assignments of similar nature that the firm has directly contracted to provide within the last five years with names, address and telephone number of references.
10. A qualifying statement as to your firm's registry status with the Virginia State Corporation Commission.

V. PROPOSAL EVALUATION AND AWARD

The City will review and evaluate each proposal and selection will be made on the basis of the criteria listed below:

1. Expertise, extent of experience and performance on projects of similar nature. Identify all disciplines available within the firm and those that will be subcontracted to others which are relevant to the project scope.
2. Qualifications of individuals assigned to project.
3. Demonstrated competency and qualifications.
4. Demonstrated understanding of the project.
5. Proposed approach.
6. Adequacy of firm's resources available to provide the services for the Contracts within the time, budget and operational constraints that may be present and the comments and/or recommendations of the engineering firm's previous clients as well as others references.

Method of Award

Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

Notice of Award will be posted on the City's web site (www.lyncburgva.gov) and on the bulletin board located outside of the Procurement Office, 3rd floor City Hall, 900 Church Street, Lynchburg, Virginia, 24504.

VI. CONTRACT TERM

The initial term of this contract shall be for (_____) from contract signing, upon mutual consent of the parties to the contract. Any time extensions granted by the City shall be by written amendment signed by both parties to the original agreement.

VIII. GENERAL TERMS AND CONDITIONS

The Contract for Services ("Contract" or "Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the City Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Contract terms may result in rejection of the proposal.

A. Subcontracting and Assignment of Work

The Consultant shall not subcontract or assign portions of the work, other than those specifically defined in the contract, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Consultant who shall be responsible to the City for all work performed by any subcontractor or special consultant.

B. Independent Successful Firm

The Consultant is an independent firm and nothing contained in a subsequent contract shall constitute or designate such firm or any of its agents or employees as employees of the City.

C. Notification

Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Consultant in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Manager, 900 Church Street, Lynchburg, VA 24504. The Consultant agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.

D. Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Consultant.

E. Termination

Subject to the provisions below, the contract may be terminated by the City upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the City until said work or services are completed and accepted. All information and materials gathered and/or prepared by or for it under the terms of the contract shall be delivered to, become and remain the property of the City. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Consultant.

Termination for Convenience:

The City may terminate this contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

Termination for Cause:

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years:

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

F. Laws and Regulations

The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

This contract shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this contract shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

G. Additional Services

The City may add to the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

H. Severability

Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

I. Licenses and Permits

The successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

J. Nondiscrimination

If the resultant contract exceeds \$10,000, during the performance of the contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
- c. 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.
- d. The Consultant will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

K. Payments to Successful firms

Payments to the Consultant shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The Consultant's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The Consultant agrees to retain all records, documents and support materials relevant to the contract for a period of five years following final payment. Invoices must be prepared in formats as required by funding agencies.

In accordance with Virginia Code Section 2.2-4354 the Consultant agrees that:

1. Should any contractor be employed by the Consultant for the provision of any goods or services under this Contract, the Consultant agrees to the following:
 - (a) The Consultant shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:

- (1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or
 - (2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg Procurement Manager, 900 Church Street, Lynchburg, VA 24504.
- (b) The Consultant shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.
 - (c) The Consultant 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 subcontractors firm.
 - (d) The Consultant's obligation to pay an interest charge to a subcontractor shall not be an obligation of the City.
 - (e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

L. Contractual Claims

Any claims by a contractor or anyone claiming on the contractor's behalf against the City arising under or relating to a contract shall only be resolved as specified in the City's Procurement Ordinance, Sec. 18.1-7, ensuring timely notice of the claim.

The contractor shall give the City written notice of any claim within ten (10) days of the beginning of the occurrence of the event leading to the claim being made. The written notice shall be a document from the contractor addressed to the City official or employee designated by the contract to receive such notice, or if no one is so designated, to the City Manager. The written notice shall clearly state the contractor's intention to make a claim, shall describe the occurrence involved, and shall be transmitted in a manner to ensure receipt by the City. The contractor shall submit the claim and any supporting data to the City within thirty (30) days after the occurrence giving rise to the claim ends. The burden shall be on the contractor to substantiate that it has given written notice and submitted its claim in accordance with this provision.

M. Taxes

The Consultant shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Consultant and not of the City and the City shall be held harmless for same by the Consultant.

N. Indemnification

To the fullest extent permitted by law, the Consultant, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Consultant's performance (or nonperformance) of the contract terms or its obligations under this contract.

O. Contract Assignment

The resultant contract may not be assigned, in whole or part, without the written consent of the City. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported

assignment that does not comply with this provision is void. This contract is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

P. Royalty and License Fees and Copyright, Trademark and Patent Protection

The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

Q. Precedence of Documents

The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

R. Insurance

The Consultant shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect it and the City from claims which may arise out of or result from the execution of the work, whether such execution be by the firm, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation and General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability). All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The Consultant shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured under their General Liability coverage. The Consultant shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

S. Administrative Appeals Procedure

- (a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.
- (1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.
 - (2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.
 - (3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.
 - (4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.
 - (5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protestor's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
 - (6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective awardee would expire.
 - (7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.

- (8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
 - (9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.
- (b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

T. Drug Free Workplace

In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful firm shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful firm understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a firm, the employees of which 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.

U. Certification by Consultant as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this solicitation, the Consultant certifies that neither the contracting official nor any of the Consultant's employees, agents or subcontractors who will work under this contract have been convicted of a felony.

V. Confidentiality

1. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the City of Lynchburg. Therefore, except as required by law, the Consultant agrees that its employees will not:

- a) Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- b) Access or attempt to access information beyond their stated authorization.
- c) Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the City, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this contract shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the City as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

2. City Confidentiality

The City understands that certain information provided by the Consultant during the performance of this Contract may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

- W. The Consultant shall devote such part of its time as is reasonably necessary to the operations outlined under the resultant contract. The Consultant may engage in business ventures of a nature and description independent of this Contract with the City. The Consultant is required to disclose immediately any outside activities or interests, as they arise, that conflict or suggest a potential conflict with the declared or stated interests of the City. The Consultant is required to disclose all local government clients and must attest that work for those clients will not conflict with the interests of the City. The City reserves the right to object to such attestations. If such objections arise, the parties will agree to the best course of action to resolve the conflict or potential conflict.
- X. The Consultant shall conduct all transactions under this contract in good faith. The Consultant will employ the highest ethical and professional standards at all times — failure to do so could result in termination of the Contract for cause or convenience.

Schwartz & Associates, Inc. Consulting Engineers

Heritage Business Center
7331 Timberlake Road, Suite 305
Lynchburg, Virginia 24502
(434) 237-6584

MEMBER OF:
ACEC
ACI
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November 19, 2014

Mr. Joe Smith
City of Lynchburg
1700 Memorial Avenue
Lynchburg, VA 24501

Re: Parking Deck Condition Reports
City of Lynchburg, VA
Our Commission No.: 14039

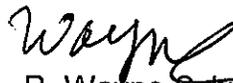
Dear Joe:

As requested, we are attaching a CD of the condition report for the Community Market Parking Deck

If you have any questions, please contact us. Thank you.

Yours truly,

SCHWARTZ & ASSOCIATES, INC.



R. Wayne Schwartz, P.E.

RWS:res

Attachment

Community Market Parking Deck



Schwartz & Associates, Inc.
Consulting Engineers

**Parking Deck Evaluation Report for
Community Market Parking Deck
1201 Main Street**

Lynchburg, VA

November 17, 2014



Prepared for



Submitted by
Schwartz & Associates, Inc.
Consulting Engineers

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1.0 Description

1.1. Site Description

Terrain..... Urban
Topography Rolling hills
Utilities..... Underground water & sewer adjacent to structure
Businesses Adjacent to parking deck study area

1.2. Structure Location

City..... Lynchburg
Location 1201 Main Street
Entrance 1st Level – Main Street

1.3. Structure Description

Type Parking deck – 1 level
Storage Area Below Parking Deck – 1 level
Length 159'-10"
Width..... 64'-4 ½"
Parking 27

2.0 Structure Evaluation

2.1. Structure Investigation

On September 7th, 2014, Schwartz & Associates, Inc., Consulting Engineers conducted a Parking Deck Evaluation on Community Market Parking Deck at the 1201 Main Street located in the City of Lynchburg, Virginia. The structure is owned and maintained by the City of Lynchburg. The study area of the parking deck has one level and it is 64'-4 1/2" by approximately 159'-10". The study area covers Bays A₁, B, C, D and E and Panels 1-10 as shown on attached sketch in section 2.2. Included in the study area are the deck, supporting beams, and supporting columns which are constructed within the limits of the above described area. The parking deck has a maximum vehicle weight limit of 3 tons and it is posted at the entrance, see photograph #35.

The entire structure was visually inspected and sounded with a hammer and chain drag and the following deficiencies were identified:

Deck:

Generally, the deck was in poor condition. Our greatest concern for this structure is the concrete deck is only 3 1/2" thick with insufficient reinforcing steel and it is severely deteriorated.

The entire top side of the deck was checked for delaminations using a chain drag and approximately 1,370 SF of spalled or delaminated concrete were identified. In conjunction with checking for delaminations, a close visual inspection of the deck was performed in an effort to locate any discrepancies that may lead to future complications. There were approximately 1,170 LF of cracks that were discovered. On the top side of the deck, about 13% of the surface area was found to be spalled or delaminated.

The bottom of the deck was visually inspected for defects and there were approximately 2,270 SF of spalled or delaminated concrete identified. In many of these areas, the deck reinforcing steel was exposed exhibiting section loss due to corrosion. In addition, large areas of the deck underside showed evidence of extensive moisture seepage and there were a number of areas where water was found to be dripping off the bottom side of the deck. Approximately 80% of the entire underside of the deck shows signs of heavy moisture seepage. On the bottom side of the deck, about 22% of the surface area was found to be spalled or delaminated. Due to the overall poor conditions; including heavy moisture seepage on the underside of the deck and large areas of spalled or delaminated concrete on the top and bottom sides of the deck, corrosion of the reinforcing steel extends well beyond the spalled or delaminated areas. This condition likely exists in over 50% of the surface area.

Beams and Stringers:

Generally the beams and stringers were in fair to poor condition. Panels 1-9 were constructed with concrete beams and panel 10 was constructed with steel stringers. There were a number of the concrete beams that were showing evidence of moisture seepage and we estimate 945 SF of the beam surfaces were found to be spalled or delaminated. In some of these areas, the reinforcing steel was corroded and exhibiting section loss.

There was one beam in Bay D between Columns 9 and 10 that was severely deteriorated. The deteriorated concrete was removed in this area and the beam was encased in new concrete in 2011, see photograph #27.

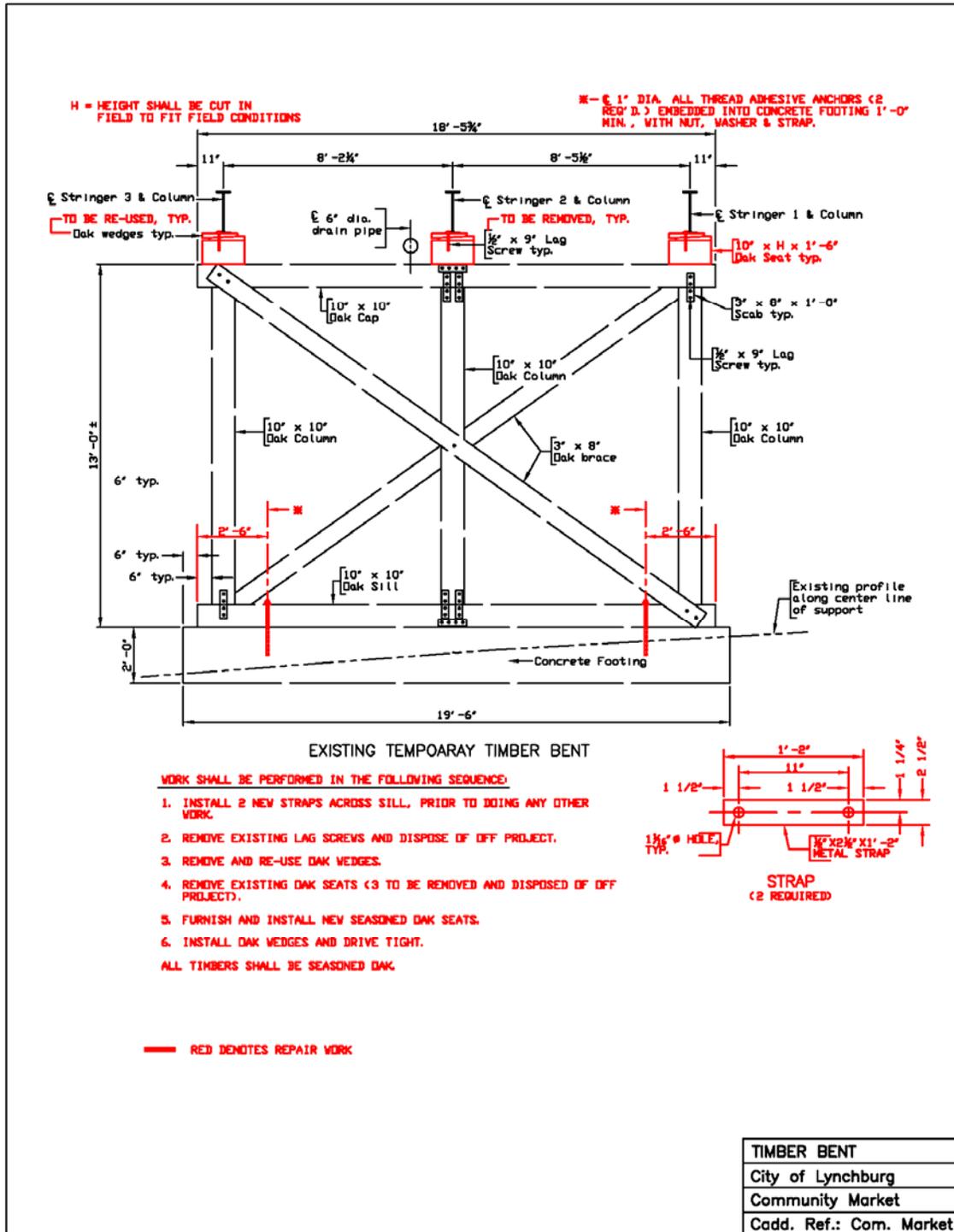
There were some areas where the steel beams were severely deteriorated and weakened as a result of section loss. Floor beams 11a and 11b had as much as 80% section loss in bottom flange and lower web. A temporary timber bent was installed for additional support under stringers 1 – 3 in panel 10 in 2011, see photograph #16. The timber seat blocks do not have bearing on top of the timber cap and are split, see photographs #17 - #20.

The beam under the Main Street entrance, Bay B was also severely deteriorated. The existing temporary bent was replaced in 2011 to provide additional support in this area, see photograph #22.

Columns:

Generally, the condition of the columns was good. Approximately 66 square feet of spalled or delaminated concrete of the sides of the columns was found.

2.3. Timber Bent Repair Sketch



3.0 Recommendations

3.1. Recommendations

After reviewing the information obtained in the Structure Evaluation, we have developed two (2) alternatives for the Community Market Parking Deck. Schwartz & Associates, Inc. does not recommend repair of this structure as an option. The concrete deck and its supporting elements are so severely deteriorated, making repairs are not economically feasible. In addition to its condition, the parking deck does not have the ability to support the loads of delivery vehicles to the adjacent businesses because of the original geometric and structural design.

There are numerous businesses adjacent to the study area of the Community Market Parking Deck that rely heavily on that area for customer parking. These businesses may suffer the economic impact of construction on the parking deck. The Preliminary Cost of Repairs does not include the economic damages that these businesses may incur during construction.

Immediate Repair to Temporary Timber Bent is for the furnish and installing metal straps across timber sill, removal of existing lag screws, replacing three (3) existing seat blocks with new ones and reinstalling oak wedges and driving tight. This work should be done within the next four (4) months, see Timber Bent Sketch 2.3 for details.

The details of the two (2) recommended alternatives are listed below.

Alternative A is for the removal of the structure, placing fill material, and placing asphalt concrete paving. The details are as follows:

1. Dismantle and remove existing structure.
2. Install retaining wall.
3. Renovate electrical items
4. Place fill material in void area.
5. Install drainage items.
6. Place Aggregate base material.
7. Place asphalt concrete paving.

Alternative B is for the removal and replacement of the structure with a cast in place concrete parking structure and the details are as follows:

1. Dismantle and remove existing structure.

Estimated Cost of Temporary Timber Bent Repair

2. Renovate electrical items.
3. Install drainage items.
4. Form and place concrete deck and beams.

Alternative C is to perform Type C patching of the concrete deck.

3.2. Estimated Cost of Temporary Timber Bent Repair

Temporary Timber Bent Repair				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$ 1,000	\$ 1,000
Timber Bent Repair	1	LS	\$ 6,000	\$ 6,000
Total				\$ 7,000

Community Market Parking Deck
 Preliminary Estimated Cost of Repairs

3.3. Preliminary Estimated Cost of Repairs

Alternative A Remove Structure and Backfill				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$ 115,000	\$ 115,000
Dismantle & Remove Exist. Str.	1	LS	\$ 131,250	\$ 131,250
Borrow Excavation	7,605	CY	\$ 42	\$ 319,410
Aggr. Base Material Type I No. 21A or 21B	252	TON	\$ 63	\$ 15,876
Asphalt Concrete Type BM-25.0	503	TON	\$ 105	\$ 52,815
Asphalt Concrete Type SM-9.5A	128	TON	\$ 168	\$ 21,504
Concrete Class A3	524	CY	\$ 860	\$ 450,640
Reinforcing Steel	47,200	LB	\$ 2.10	\$ 99,120
Structure Excavation	380	CY	\$ 80	\$ 30,400
Drainage	1	LS	\$ 46,200	\$ 46,200
Electrical	1	LS	\$ 26,250	\$ 26,250
Subtotal				\$ 1,308,465

ALTERNATIVE A TOTAL= \$ 1,308,465
 ENGINEERING & CONTINGENCY @ 30%= \$ 392,540
 ALTERNATE A GRAND TOTAL= \$ 1,701,005

Community Market Parking Deck
 Preliminary Estimated Cost of Repairs

Alternative B and Replace Structure				Remove
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$ 136,500	\$ 136,500
Dismantle & Remove Exist. Str.	1	LS	\$ 131,250	\$ 131,250
Concrete Class A4	528.6	CY	\$ 1,470	\$ 777,042
Corrosion Resistant Reinforcing Steel	97,791	LB	\$ 2.10	\$ 205,361.10
Structural Steel	39,440	LB	\$ 2.10	\$ 82,824
Structure Excavation	280	CY	\$ 80	\$ 22,400
Drainage	1	LS	\$ 29,757	\$ 29,757
Electrical	1	LS	\$ 25,200	\$ 25,200
Subtotal				\$ 1,410,334.10

ALTERNATIVE B TOTAL= \$1,410,334.10
 ENGINEERING & CONTINGENCY @ 30%= \$423,100.90
 ALTERNATE B GRAND TOTAL= \$1,833,435.00

Community Market Parking Deck
Preliminary Estimated Cost of Repairs

Alternative C Deck Patching				
DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
Mobilization	1	LS	\$ 3,465	\$ 3,465
Type C Patching	153	SY	\$ 400	\$ 61,200
Subtotal				\$ 64,665

ALTERNATIVE C TOTAL= \$64,665
ENGINEERING & CONTINGENCY @ 30%= \$19,400
ALTERNATE C GRAND TOTAL= \$84,065

3.4. Summary of Recommendations

Temporary Timber Bent Repair is for the Immediate Repair of the existing Timber Bent that was installed in 2011. This work should be done within the next four (4) months. The estimated cost is \$7,000.

Three (3) alternatives for Preliminary Estimated Cost of Repairs are presented and they are described as follows:

1. Alternative A is for removal of parking deck and placing backfill. The estimated cost is \$1,701,005.
2. Alternative B is for removal and replacement of parking deck. The estimated cost is \$1,833,435.
3. Alternative C is to perform Type C patching of the concrete deck. The estimated cost is \$84,065.

It is our recommendation that the structure be demolished, the area filled in, and paved over. Included in this recommendation is the construction of a reinforced concrete retaining wall to contain the fill in the area adjacent to the boiler room and along the front of the existing Armory building facing Main Street and along the south side adjacent to the old James T. Davis building. We are assuming in this recommendation that the existing mortar rubble masonry retaining wall which is perpendicular to Main Street and is on the North side of our study area (shown as line A1 on our study area sketch on 2.2, structure Sketches) has fill behind the walls which supports the existing asphalt pavement.

4.0 Photographs



(1) Top of deck – Spalled and delaminated concrete



(2) Top of deck – Spalled and delaminated concrete



(3) Top of deck – Spalled and delaminated concrete



(4) Top of sidewalk – Spalled and delaminated concrete



(5) Entrance – Spalled concrete and broken handrail



(6) Entrance – Clogged trench drain



(7) Bay A1 from panel 10



(8) Bay B from panel 10



(9) Bay C from panel 10



(10) Bay D from panel 9



(11) Bay E from panel 9



(12) Bay A1, Panel 2 – Spalled and delaminated concrete with exposed reinforcing steel



(13) Bay A1 panel 4 – Spalled and delaminated concrete with exposed reinforcing steel



(14) Bay A1 panel 6 – Spalled and delaminated concrete with exposed reinforcing steel



(15) Bay A1 panel 8 – Spalled and delaminated concrete with exposed reinforcing steel



(16) Bay A1 & Bay B panel 10 – Timber bent



(17) Temporary seat block under stringer 1 – timber block not bearing on cap



(18) Temporary seat block under stringer 2 – timber block not bearing on cap



(19) Temporary seat block under stringer 2 – block is split



(20) Temporary seat block under stringer 3 – block is split



(21) Bay B panel 1 – Metal decking and delaminated beam



(22) Bay B panel 1 – Temporary bent at entrance



(23) Bay B, panel 8 - Spalled and delaminated concrete with exposed reinforcing steel



(24) Bay C, panel 2 - Spalled and delaminated concrete with exposed reinforcing steel



(25) Bay C panel 9 – Spalled and delaminated concrete with exposed reinforcing steel



(26) Bay D, panel 6 – Spalled and delaminated concrete with exposed reinforcing steel



(27) Bay D panel 9 – Concrete beam repair



(28) Sky light – Spalled and delaminated concrete with exposed reinforcing steel



(29) Floorbeam 11B – web between column CB &CA has a corrosion hole 4” high full length along bottom



(30) Floorbeam 11A – connected to column CA has $\frac{3}{16}$ ” remaining in bottom flange for 4’ and web has 75% section loss full height between stringer 1 and stringer 2



(31) Floorbeam 11A – clip angle under bottom flange has 90% section loss in top leg



(32) Panel 10 stringer 2 – bolt flange has 50% section loss end 2' at column CA and web has 80% section loss in bottom 3" with 1" dia. Corrosion hole, 1' long for 2' at column CA



(33) Vertical clip angles in Floorbeam 11A at column CA – 50% section loss and rivet heads have 50% to 80% section loss



(34) Floor beam 11C – Has 1/8" section loss on bottom flange, 10' out from column CB, panel 10

Community Market Parking Deck

Photographs



(35) Three (3) ton weight limit sign at Community Market entrance.