

Powell's Landing Community Association, Inc.

Request for Proposal (RFP)

November 18, 2019

- I. **Introduction:** Powell's Landing Community Association, Inc. (PLCA) is a large community association located in County of Woodbridge. The community is comprised of 382 single family and 181 townhomes housing a combined total of 563 residential homes. The Clubhouse includes a management office, kitchen, party and meeting rooms, outdoor multipurpose court and an outdoor swimming pool
- II. **Purpose:** PLCA is soliciting proposals for transition study located at the sections at the townhomes/Danridge Manor Drive within the Powell's Landing Community Association.
- III. **Site Visit:** A site visit can be arranged by contacting Deirdre Baldino, General Manager at 703-680-5353 dbaldino@cmc-management.com . The meeting date for all interested Companies will be TBD, along with members of the Board of Directors, and the Developer-Stanley Martin.
- IV. **Proposals due:** Proposals are due no later TBD, to:
 - Deirdre Baldino
 - Powell's Landing Community Association, Inc.
 - 2000 Powell's Landing Circle
 - Woodbridge, Virginia 22191
 - dbaldino@cmc-management.com
- V. **Performance period:** Work is to begin by and end by. Notice to proceed will be given concurrent with proposal acceptance and will allow for material delivery times if necessary.
- VI. **Scope of Work:** The specific elements of work are as follows:
 1. Hire an engineer to inspect Developers work performance.
 2. Engineering report to include all damages, defects, landscaping issues, transition study, etc.
 3. Engineering firm to inspect known water run off issue at Danridge Manor from developer.
- VII. **Work Specifications**
 - A. All work is to be performed between the hours of 7:00am and 5:00pm, Monday through Friday. Work will not be performed on weekends and holidays unless approval is granted by the contracting official in advance.
 - B. Contractor shall always have a decision-making representative on site when work is being performed.
 - C. Contractor and all subcontractors shall use due care, skill and diligence in the performance of its obligations. All work to be performed shall be done in a first-class professional manner.

- D. All work shall be performed in accordance with all applicable laws, codes, ordinances, and regulations of all local, state, and federal government agencies.
- E. It will be the responsibility of the contractor to obtain at its cost, all necessary certificates, permits (including building permits), and licenses required by such agencies and to provide the Association with copies of the same, and to contact Miss Utility when necessary.
- F. Contractor shall perform the work in professional, workmanlike manner by meeting or exceeding industry standards for the work; comply with manufacturers recommendations for all materials and/or equipment used.
- G. The Contractor shall visit the site to complete regular inspections and verify site conditions; be experienced and qualified for this type work or hire only sub-contractors who are; always keep the work site clean and presentable; minimize inconvenience to homeowners; and protect homeowner and association property from damage.
- H. The Association will make reasonable accommodations for storage of materials, tools, and equipment on the exterior property. The contractors shall be responsible for the security of all materials, tools, and equipment and the replacement.

VIII. Special Provisions:

1. Contractor may use water and electricity at the site. Temporary connections to these utilities are to be accomplished at contractor's expense. Contractor must restore the temporary connections to pre-construction conditions.
2. The Contractor acknowledges that the work being undertaken is on and about a property which shall remain occupied during the entire course of the work. The Contractor shall assure safe, free, convenient, unencumbered and direct access to all leased portions of property, parking spaces, as well as other amenities appurtenant thereto for the owners of such properties and their respective tenants, agents, invitees, and guests. The Contractor shall maintain streets, sidewalks, and parking spaces around the site in clean condition. The Contractor shall remove all spillage and tracking arising from performance of the work from such areas and shall establish a regular maintenance program of sweeping and cleaning.

- IX. **Restoration of Property:** In the event that the Contractor causes damages during the course of services and/or related work performed under the terms of this Agreement to property of the Association or to its members, or to other work on the Association site, the Contractor shall promptly remedy such damage and repair such damaged property to a condition similar to that which existed before the damage was caused or resulted. In the event the Contractor fails to do this in a timely manner, the Association may proceed to repair or restore the damage and recover the cost of repair or restoration from payments due or thereafter due the Contractor under the terms of this agreement. If such payments are insufficient to cover the cost of repair or restoration, the Contractor shall reimburse the Association for the additional cost.

X. Insurance and Indemnification

- A. The Contractor and all subcontractors shall maintain, at his sole expense, Comprehensive General Liability and Workers' Compensation Insurance coverage to cover full liability under workers' compensation laws in effect from time to time in the Commonwealth of Virginia and employer's liability insurance, and shall furnish the Association with a certificate of insurance evidencing the required coverage(s) and naming the Association, its directors, officers, employees, members and its Managing Agent as named insured. Proof of insurance must be submitted prior to contract award. Such certificate shall include a provision requiring the insurer to provide thirty (30) days written notice prior to cancellation, non-renewal or reduction in coverage or limits. Each policy carried by the Contractor and subcontractors as required herein shall be primary with respect to any insurance carried by the Association and any coverage carried by the Association shall be excess insurance.
- B. Contractor shall indemnify and holds harmless the Association, its managing agent, its members, guests and invitees from and against all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) of every kind and character resulting from or relating to or arising out of (a) breach by any representation, warranty, covenants or agreement made by the Contractor under the terms of the Contract, or (b) claims, damages (to person or property), and causes of action that result from, relate to or arise out of the negligent operation by or the intentional acts, negligent performance or omission of Contractor's obligation by Contractor, its employees, agents and subcontractors. Contractor shall bear all responsibility for any equipment owned or rented by Contractor, or for any material to be used by Contractor in the performance of the contract, until such material is installed and accepted by Association. Association shall not be responsible or be held liable for any injury or damage to persons or property resulting from the use, misuse, or failure of any equipment used by Contractor or any of his employees, except to the extent such damage is caused by the negligence or willful misconduct of Association, its employees, agents, or subcontractors. By acceptance or use of any such equipment the Contractor accepts full responsibility for and agrees to indemnify Association against all loss, liability, and claims for any injury or damage whatsoever resulting from the use, misuse or failure of such equipment, whether such injury or damage is to an employee or the property of Contractor, other contractors, Association, or other persons.

XI. **Warranty:** All workmanship and materials are to be guaranteed against all defects for one (1) year. Written satisfactory evidence of warranty will be required.

XII. Payments and Lien Releases:

- A. Any payment prior to the commencement of work shall not be more than one-half of the contracted amounts and the remaining one-half will be paid upon completion of the work.

- B. All invoices for payments shall be delivered to the Powell's Landing Community Association, Inc., 2000 Powell's Landing Circle Woodbridge, VA 22191. Payment will be sent within thirty (30) calendar days of receipt of invoice.
- C. Contractor agrees that if any mechanic's lien is filed against the property for work done, services claimed to have been rendered or materials claimed to have been furnished in connection with or pursuant to the provisions of this contract, that contractor shall cause such mechanic's liens to be discharged within ten (10) days after filing, at Contractor's expense. Contractor will hold the Association, its Managing Agent and any of its subsidiaries harmless against same. Upon Contractor's failure to comply herewith, the same may be furnished by Association at Contractor's sole expense.

XIII. **Proposal Review Process:** The Board of Directors intends to review all the proposals received by the proposal due date. The Board of Directors reserves the right to accept other than the lowest bidder and to reject all other offers without explanation. All proposals will become the property of the Powell's Landing Community Association, Inc. and will not be returned. All proposals will be notified when a selection has been made.