

Issued: November 2, 2010

Request for Proposals

Demolition or Removal of a Single Family Residence in the City of Yakima, Washington

Sealed proposals will be received for demolition or removal services to Yakima Rural Libraries DBA Yakima Valley Libraries. All requests for the response form, as well as any questions, may be directed to the Owner's Representative:

Jeffrey Liddicoat, Project Manager
Xtreme Solutions, Inc
119 South Second Avenue
Selah, Washington 98942
P 1-509-833-1383 F 1-509-697-4206
email Projects@xtremeusa.net

INTRODUCTION:

Yakima Valley Libraries (YVL) has identified surplus structures on a recently purchased site at 223 South 72nd Avenue, Yakima, Washington 98908. YVL is issuing this Request For Proposals to experienced firms or individuals to prepare a fixed fee proposal. The work includes removal of two existing structures, foundations, and concrete pads.

PROPERTY ADDRESS:

223 South 72nd Avenue, Yakima, Washington 98902
Parcel Number: 181320-43504,181320-43505,181320-43506,181320-43507

SCOPE OF WORK:

The contractor shall provide all materials, tools, machinery, labor, insurance, and supervision necessary for the demolition or removal work on the above property. Demolition work involves the removal or relocation of a wood frame residence including excavation of any footings and foundations, removal of utility lines, capping of the water and sewer lines, and removal of all debris. See Demolition Site Plan dated October 4, 2010.

RESPONSE:

Due date: November 19, 2010
Submit to: Kim Hixson
Yakima Valley Libraries
102 North Third Street
Yakima, Washington 98901
Time: 4:00 pm, late bids will NOT be accepted;
bids to be reviewed Nov. 22nd, 8:00 am
Location: Deliver to address above
Faxed submissions allowed 509.575.3408 with hard copy to follow

PROVISIONS:

1. The contractor shall be responsible for obtaining all demolition related permits, and will contact all utility providers (water, sewer, electric, gas and cable) prior to commencement of demolition activities to ensure that disconnection has been made. All utility removal costs will be borne by the contractor including the capping of the water and sewer lines.
2. The contractor shall provide a dust control plan for the duration of the demolition process and will control all aspects of dust and soil control on and off site.
3. The contractor agrees to indemnify and hold harmless Yakima Valley Libraries against any legal action brought forth, or claimed to be arising out of their performance under this agreement for services provided.
4. Contractor shall provide a performance bond equal to the proposal amount.
5. All contractors will complete the scope of work within 30 days of Notice to Proceed.
6. The contract sum and any agreed variations thereof will include all taxes imposed by law and properly chargeable to the project, including State of Washington and local taxes. The state and local sales tax will be paid by the OWNER to the CONTRACTOR as a portion of each payment on the contract. The CONTRACTOR shall furnish proof of payment of all taxes required by law.
7. If the structure is removed and relocated contractor should be aware this is an As-Is Transaction. Notwithstanding anything herein to the contrary, YVL makes no warranties, representations or statements about any legal documents, records, files, or information provided to Contractor, nor any physical items and conditions relating to the Structure including, but not limited to any environmental conditions of the Structure. No agents, employees, brokers or other persons are authorized to make any representations or warranties for YVL.
 - 7.1 Located on the south side of existing structure is what appears to be an oil tank filler cap. Contractor shall secure permits and licensed individuals or firms to remove and dispose of this tank and provide documentation that it has been disposed of in compliance with best practices.
 - 7.2 Contractor shall remove all demolition debris from site and leave a clean and level site to existing grade elevations.
8. Yakima Valley Libraries reserves the right to reject any or all bids and award a contract based on the proposal that, in its opinion, is in the best interest of the Yakima Valley Libraries. All bids shall be considered confidential in nature and shall not be available for public comment during contract negotiations or execution of scope of work.

9. Insurance:

- A. The Contractor shall obtain contractual liability insurance applicable to the Contractor's obligations. Certificates of such insurance shall be filed with the Owner *prior* to the commencement of the Work.
 - B. Commercial Liability Insurance. A minimum liability limit of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage
 - C. Commercial Automobile Liability Insurance. Proof of commercial automobile liability insurance with a minimum liability limit of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage.
 - D. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract.
10. Proof of contractors license: Both primary contractors and any sub-contractors shall provide documentation in regards to current licensing compliance with the State of Washington. This information shall be provided as an attachment in response package.
11. This project is subject to Washington State Prevailing Wage requirements and certified payrolls will be required.
12. The contractor should be aware that RCW 60.28.011 requires OWNER to withhold 5% of money due the contractor until completion and/or acceptance of the contract. This money is to be set aside as a trust fund for the protection and payment of anyone who performs labor, provides materials, supplies or equipment or subcontracts to the prime contractor. In addition, the State Department of Revenue (DOR) has lien rights against this fund for payment of unpaid taxes under Title 82 RCW and the Department of Labor and Industries (L&I) has lien rights for non-payment of prevailing wages.
13. The contract will not be awarded until Yakima Valley Libraries is satisfied that the successful bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is essential and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would complete the work on time would be cause for the rejection of any bid. The right is reserved by OWNER to waive any informality in the bidding, to reject any or all proposals, to accept any proposal, or to otherwise carry out the work.

14. The successful bidder shall, within ten (10) days after receiving notification of award, sign and deliver to the OWNER the Contract, together with the bid bond as required in these documents. After receiving the signed contract, with acceptable bonds from the successful bidder, the OWNER's authorized agent will sign the contract. Signatures by both parties constitute execution of the contract. If the successful bidder fails to meet these requirements, said bidder shall forfeit the amount of the bid bond to the OWNER as liquidated damages. Other proposals will then be reconsidered for award by the OWNER.
15. Any omissions, discrepancies or need for interpretation should be brought in writing to the attention of PROJECT MANAGER. Written addenda to clarify questions which arise will then be issued.

All interpretation or explanations of the Contract Documents shall be in the form of an addendum and no oral statements by OWNER, PROJECT ENGINEER, or other representative of OWNER shall, in any way, modify the contract documents, whether made before or after letting the contract.

16. Proposal evaluations will consider the following factors:

- A. Compliance with this specification;
- B. Bid price;
- C. Completion time;
- D. CONTRACTOR and subcontractor experience over the last five (5) years in similar work as covered by this specification; and
- E. Availability of labor and equipment.

Award will be determined on the basis that the lowest qualified bidder has successfully met these conditions and is qualified to successfully complete the conditions of the Contract.

17. Attachments:

Demolition Site Plan dated October 4, 2010

End of Provisions

Response Form Page 1 of 2

Project: Demolition or Removal of Existing Structure
223 South 72nd Avenue
Yakima, Washington 98902

Due date: November 19, 2010
Submit to: Kim Hixson
Yakima Valley Libraries
102 North Third Street
Yakima, Washington 98901

Time: 4:00 pm, No late bids will be accepted;
bids to be reviewed Nov. 22nd, 8:00am

Location: Deliver to address above
Faxed submissions allowed 509.575.3408 with hard copy to follow

The cost of demolition/removal in accordance with the Request for Proposal outline is as follows:

Base Bid for Demolition/Removal of existing structures and the removal of foundations and concrete slabs

BASE BID: \$ _____

By submitting this bid/proposal the contractor certifies the following:

1. The required insurance certificates and bid bond can be provided within 10 days after notice to proceed
2. The project can be completed within 30 days of a notice to proceed
3. The cost and availability of all labor, equipment, materials, supplies associated with performing the services described herein have been included in the proposed cost
4. Contractor has read and understands the conditions set forth in this RFP and agrees to them unless noted in this proposal
5. The undersigned agrees that if this proposal is accepted within 60 days from the date of the opening, to proceed in a timely manner and complete the described project.

The following forms are to be included in response package:

- () Bidders Information
- () Bidders Qualification Certification,
- () RFP Response form
- () Non-Collusion Certificate
- () Documentation that the contractor can provide a Performance Bond upon award
- () Bid Bond equal to 10% of bid
- () Certificates and Endorsements for Insurance Requirements
- () Copy of Contractors License

Individual or Company Name:

Contact Address and Phone:

BY: _____ Title: _____
Name

Signature Date: _____

8. Gross amount of contracts now in hand \$ _____

9. Bank Reference(s):

Name	Address	Account Type

10. Choose one of the following:

- Bidder has industrial insurance coverage for employees working in Washington as required in Title 51 RCW: or
- Bidder is not required to have industrial insurance coverage for employees working in Washington as required in Title 51 RCW:

11. Choose one of the following:

- Bidder's Washington Employment Security Department registration number is: _____
- Bidder is not required to register with the Washington Employment Security Department pursuant to Title 50 RCW.

12. Choose one of the following:

- Bidder's Washington State Department of Revenue registration number is : _____; or
- Bidder is not required to register with the Washington State Department of Revenue pursuant to Title 82 RCW:

I am the _____ (title of Bidder), have authority to bind Bidder, and have personal knowledge of the facts set forth above.

By: _____
Authorized Signature Date

Printed Name

Non-Collusion Bidding Certificate

The following statement is hereby made by the undersigned to accompany the seal bid by the undersign;

The undersign hereby certifies;

1. That the bid which is accompanied by this statement has been arrived at without collusion with any seller of the same services
2. That the contents of the bid have not been communicated by the bidder or one of its agents to any persons outside the company.

Name of Bidder: _____

Address: _____

By: _____

Title: _____

Sample Certificate of insurance form:

CERTIFICATE OF INSURANCE SAMPLE					DATE(MM/DD/YY)	
PRODUCER INSURANCE AGENT LISTING For EDC use only please be sure to specify the information highlighted			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED on your insurance certificate as shown on this Sample. EDC COMPANY INFORMATION			COMPANIES AFFORDING COVERAGE COMPANY A Insurance Company Information COMPANY B Insurance Company Information COMPANY C Insurance Company Information COMPANY D Insurance Company Information			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000.00
	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PRODUCTS-COMP/CP AGG	
					PERSONAL & ADV INJURY	\$
					FIRE DAMAGE (Any one fire)	\$
B	AUTOMOBILE LIABILITY				MED EXP (Any one person)	\$
	ANY AUTO				COMBINED SINGLE LIMIT	\$
	ALL OWNED AUTOS				BODILY INJURY	
	SCHEDULED AUTOS				(Per person)	\$ 500,000.00
C	HIRED AUTOS				PROPERTY DAMAGE	\$ 500,000.00
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY				AGGREGATE	\$
	UMBRELLA FORM				EACH OCCURRENCE	\$
	OTHER THAN UMBRELLA FORM				AGGREGATE	\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	Workers Compensation Insurance Coverage meeting the requirements established by the State: California				EACH ACCIDENT	\$ 1,000,000.00
	THE PROPRIETOR/ PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$ 1,000,000.00
	OTHER				DISEASE - EACH EMPLOYEE	\$ 1,000,000.00
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS SHOW NAME: _____ ADDITIONAL INSURED: _____ RE: Western Food Service 2005					The Freeman Companies, City of Las Angeles, Reed Exhibitions, Reed Elsevier Inc, their officers, directors, employees, agents, successors, assigns, and affiliates;	
CERTIFICATE HOLDER Reed Exhibitions 383 Main Avenue Norwalk, CT 06851 For EDC use only please be sure to specify the information highlighted on your insurance certificate as shown on this Sample.			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE _____			

This is only a draft contract and shall be modified upon selection of contractor for the specific scope of work. This contract is subject to legal review.

FIXED CONTRACT AMOUNT

THIS AGREEMENT, Made as of (Current Date), In the Year of (Current Year),

Between the Owner:

Contact Primary Full Address
Contact Telephone

And the Contractor:

Company Full Address
License Number
Telephone

For the Project:

Project Address

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The contract documents consist of this agreement, general conditions, construction documents, specifications, allowances, finish schedules, construction draw schedule, information disclosure statement, all addenda issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. All documents noted herein shall be provided to the Contractor by the Owner. These contract documents represent the entire agreement of both parties and supersede any prior oral or written agreement.

ARTICLE 2. SCOPE OF WORK

- 2.1. The Owner agrees to purchase and the Contractor agrees to construct the above mentioned structure and fixtures attached thereto in **(the city, county and state of project)** according to the construction documents, allowances, finish schedules, all addenda, change orders, modifications and specifications set forth in the specification booklet.

ARTICLE 3. TIME OF COMPLETION

- 3.1. The approximate commencement date of the project shall be **(Month Day, Year)**. The approximate completion date of the project shall be **(Month Day, Year)**, however any change orders and/or unusual weather might delay or otherwise affect the completion date. Barring inclement weather or owner related delays, the Contractor shall pay liquidated damages of **(dollar amount)** per day if the project is not completed within **(number of months)** months. The contract execution date shall be **(date)**.

ARTICLE 4. THE CONTRACT PRICE

- 4.1. The purchase price of the project shall be set at the sum of **(written) Dollars, (\$000,000.00)**, subject to additions and deductions pursuant to authorized change orders and allowances. Closing costs shall be paid by the Owner.
- 4.2. The Owner and the Contractor acknowledge that the Owner will pay a sum of **(written) Dollars, (\$000,000.00)**, upon signing of this contract and before construction begins as a deposit and part of the purchase price of the project.

ARTICLE 5. PROGRESS PAYMENTS

- 5.1. The Owner will make payments to the contractor pursuant to the attached construction draw schedule as work required by said schedule is satisfactorily completed. Owner shall make draw payments to contractor within **(number of days)** days after request by contractor. Should the owner fail to make payment, contractor may charge a penalty of **(percent)** annually upon the unpaid amount until paid.
- 5.2. If payment is not received by the Contractor within **(number of days)** days after delivery of payment demand for work satisfactorily completed, contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

ARTICLE 6. DUTIES OF THE CONTRACTOR

- 6.1. All work shall be in accordance to the provisions of the plans and specifications. All systems shall be in good working order.
- 6.2. All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.
- 6.3. All work shall be performed by licensed individuals to perform their said work, as outlined by law.
- 6.4. Contractor shall obtain all permits necessary for the work to be completed.
- 6.5. Contractor shall remove all construction debris and leave the project in a broom clean condition.
- 6.6. Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

ARTICLE 7.

OWNER

- 7.1. The Owner shall communicate with subcontractors only through the Contractor.
- 7.2. The Owner will not assume any liability or responsibility, nor have control over or charge of construction means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the project, since these are solely the Contractor's responsibility.

ARTICLE 8. CHANGE ORDERS AND FINISH SCHEDULES

- 8.1. A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. Any delays or changes in finish selection schedules will delay the projected completion date.

ARTICLE 9. INSURANCE

- 9.1. The Owner will keep in force a Builder's Risk Insurance Policy on the said property to protect both owner's and contractor's interests until construction is completed.
- 9.2. The Owner will purchase and maintain property insurance to the full and insurable value of the project, in case of a fire, vandalism, malicious mischief or other instances that may occur.
- 9.3. The Contractor shall purchase and maintain needed [Workman's Compensation and Liability](#) insurance coverage as required by law and deemed necessary for his own protection.

ARTICLE 10. GENERAL PROVISIONS

- 10.1.** If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, and/or time required for, performance of any part of the work, will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

ARTICLE 11. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

- 11.1.** Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the [Owner/Contractor](#) to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order.

ARTICLE 12. ARBITRATION OF DISPUTES

- 12.1.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 13. WARRANTY

- 13.1.** At the completion of this project, Contractor shall execute an instrument to the Owner warranting the project for (number of years) certifying that the buildings were completely removed and that the property was left in buildable condition. No legal action of any kind relating to the project, project performance or this contract shall be initiated by either party against the other party after [\(number of years\)](#) beyond the completion of the project or cessation of work.

ARTICLE 14. TERMINATION OF THE CONTRACT

- 14.1.** Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

14.1.1. If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

14.1.2. In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

14.1.3. In the case of a defaulting Owner, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

ARTICLE 15. ATTORNEY FEES

15.1. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

ARTICLE 16. ACCEPTANCE AND OCCUPANCY

16.1. Upon completion, the project shall be inspected by the Owner and the Contractor, and any repairs necessary to comply with the contract documents shall be made by the Contractor.

16.2. The Owner shall not occupy the property until final payment has been received by the Contractor and a Certificate of Occupancy has been obtained.

16.3. Occupancy of the project by the Owner in violation of Article 16.2, shall constitute unconditional acceptance of the project and a waiver of any defects or uncompleted work.

WITNESS our hand and seal on this _____ day of _____, 20__.

Signed in the presence of:

Witness

Witness

Contractor Signature

Owner Signature

Advertisement:

Yakima Rural Libraries' DBA Yakima Valley Libraries is requesting proposals to remove or demo an existing single story residence from its property located at 223 So. 72nd Avenue, Yakima, WA. Work includes removal or demolition of existing structures and associated foundations and concrete slabs. A bid bond is required and all work shall comply with Washington state prevailing wage standards. An RFP package can be obtained by contacting Jeff Liddicoat at Xtreme Solutions, Inc. 119 S. Second Ave., Selah, Washington 1-509-833-1383 or email Projects@xtremeusa.net. or Yakima Valley Libraries Web Site at www.yvl.org Proposals are due November 19, 2010 at 4:00pm

Advertising dates November 4,5,7,8
2010 Yakima Herald Republic.