

# REQUEST for BIDS Bid No. 21-46 Issued: 29 Nov, 2021

# Project Title: Residential Property Deconstruction/Demolition

# **Project Description:**

The City of Mercer Island recently acquired a vacant one-story 1954 residence (house and attached garage). The City intends to remove the house (at 4004 Island Crest Way, Mercer Island) and use the parcel to address current transportation needs for a major nearby intersection, as well as future capacity growth at the intersection.

The City wishes to ensure that all usable material is salvaged beforehand, and would prefer to see the structures manually deconstructed --in order to save historic lumber and other resources-- rather than mechanically demolished. Discussions are also underway with King County to collaborate on a demonstration project to educate the public about deconstruction options.

#### **Bid Submittal:**

Due to the COVID-19 pandemic and temporary closure of the Mercer Island City Hall building, all submittals must be electronic. All documents shall be submitted as a PDF and sent via email to <u>publicworks@mercerisland.gov</u> by **Thursday**, **December 16**, **2021 (2pm)**. Applicants with questions should contact Ross Freeman, Project Manager, at <u>ross.freeman@mercerisland.gov</u> or call 206-549-1036, before December 14.

Contractors that deviate from this format or alter this form shall be deemed non-responsive. Contractors accept all risk of late delivery, regardless of fault. Any price quote received after the due date and time shall be deemed non-responsive. The City of Mercer Island reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Invitation to Bid does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a bid. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected contractor will be required to meet and agree to all the conditions in this Invitation to Bid as well as the attached Sample Contract, included in **EXHIBIT "B**", and the City's General Terms and Conditions, **EXHIBIT "C**".

#### **INSTRUCTIONS AND INFORMATION FOR BIDDERS**

**Submittal Requirements:** No bid shall be considered except those that include all the forms referenced below. Failure to submit all of these documents shall make the bid non-responsive and not eligible for award.

Please attach an itemized price quote to the following set of forms.

- **EXHIBIT "A"** REQUIRED SIGNATURE FORM PACKAGE includes:
  - 1. PROPOSAL SIGNATURE SHEET\*
  - 2. SUBCONTRACTOR LISTING
  - 3. NON-COLLUSION CERTIFICATION
  - 4. CONTRACTOR DECLARATION
  - 5. BIDDERS QUALIFICATION CERTIFICATE

\* Note: By signing the Proposal Signature Sheet, the Contractor agrees that they are familiar with the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done. The Contractor further agrees to furnish all labor, materials, equipment, tools, traffic control measures, and any other items necessary to perform and complete the work.

#### **Contracting Process:**

This Request for Bids presents potential contractors with project background and a list of City expectations. Contact the project manager listed above by Email or phone with any clarifying questions before the submittal deadline.

Interested contractors will submit their prices for accomplishing the tasks in the attached Scope of Work. The City reserves the right not to select nor award any contract.

The contractor selected for this work will be required to sign a Small Public Works Contract supplied by the City of Mercer Island, and must comply with all of the Bidder Responsibility items listed below. Work shall then commence as soon as possible and be completed by **February 14**, **2022**, or earlier if possible. The successful bidder will need to acquire a Mercer Island business license (available online) before starting work.

#### **Prevailing Wage:**

Any contract resulting from this Invitation to Bid is subject to the requirements of the Revised Code of Washington (RCW) Chapter 39.12 and RCW 35.23.352, and as it may be amended, relating to prevailing wages and as set forth in the Sample Contract, included in **EXHIBIT "B"**. Current prevailing wage rates for King County can be obtained from the State Department of Labor and Industries at <u>https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates</u>.

Before any work begins on the contract, the selected Contractor and each Subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries. A contractor, subcontractor, or employer shall also file a copy of its weekly certified payroll records using the Department of Labor and Industries' online system at least once per month pursuant to RCW 39.12.120.

**Insurance Requirements:** The Contractor awarded the contract shall maintain current insurance as set forth in the Sample Contract, included in **EXHIBIT "B"**, and the Contractor shall name the City of Mercer Island as additionally insured on the policy endorsements. The Contractor is responsible for submitting all new insurance documents, via electronic transmission, to the City within ten (10) business days after expiration.

# Performance/Payment Bond/Retainage

The Contractor awarded the contract, at their sole expense, shall furnish a separate Performance Bond and Payment Bond each equal to one hundred percent (100%) of the contract,On contracts of fifty-five thousand dollars (\$55,000) or less, at the option of the Contractor, the City may, in lieu of the Performance and Payment Bond retain ten percent (10%) of the Contract amount.

**Taxes:** Sales tax in Mercer Island is 10.1%. The individual line item bid amounts shall not include Washington State Sales Tax. Sales tax should be added to the total bid amount as a separate line item.

# **Bidder Responsibility:**

It is the intent of the City to award the contract to the lowest responsible bidder. At the time of the bid submittal, a bidder must meet the following criteria to be considered a responsible bidder and qualified to be awarded the project.

- 1. A current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal
- 2. A current Washington Unified Business Identifier (UBI) number
- Not be disqualified from bidding on any public works contract under RCW 39.06.010, or RCW 39.12.065
- 4. If applicable:
  - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State
  - b. Have a Washington State Employment Security Department number
  - c. Have a Washington State Department of Revenue state excise tax registration number
- Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f)
- 6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW
- 7. Have a Federal W-9 Tax ID

#### Subcontractor Responsibility:

In accordance with RCW 39.06.020, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets all of the requirements in the previous Bidder Responsibility criteria. The City reserves the right to review the procedure that the selected Bidder uses in validating the responsibility of any subcontractors.

# **Questions/Clarifications:**

The City reserves the right to request any respondent to clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. Modification of a submitted proposal will be considered only if the request is received prior to the submittal deadline. All modifications and/or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. The City reserves the right to change the scope of work, duration of term, or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

#### Award of Contract:

The bid will be awarded to the lowest responsive bidder for schedule A (deconstruction) or the lowest bidder for the alternate bid, Schedule B (traditional demolition).

Upon selecting the lowest responsible bidder, the successful bidder will receive a Notice of Award letter and any required Contract Documents. The successful bidder ("contractor") must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

# **Scope of Work**

# Background:

When the City acquired the property (July 2021), the house was already partially deconstructed, most drywall is removed, and some improvements had begun for an intended remodel and resale. An asbestos survey commissioned by the remodelers came back negative (though the roofing materials are yet to be sampled). An environmental assessment has confirmed there is no underground storage tank on the parcel. The house and garage sit on flat concrete pads, and the parcel is nearly level, with grass groundcover.

Prior to any deconstruction work, it is understood that salvage is often performed by the contractor at no, or minimal cost, in exchange for receipt of the extracted materials. The City is seeking bids for full deconstruction in order to assess costs and duration of such an approach. Should manual deconstruction not meet the City's timeline (completion as soon as possible but no later than February 11, 2022) and financial constraints ), traditional demolition will be pursued instead, while following all applicable King County disposal requirements.

The City is working with PSE to disconnect gas and electric service, and the City's own water utility staff will temporarily shut down onsite water. The contractor should plan to provide their own temporary water supply, although a hydrant is available nearby to which the City can attach a temporary water meter as needed.

A demolition permit has already been secured by the City, and requires that the contractor install silt fences and tree protection prior to commencing work.

#### **Bid Schedule:**

A single contract will be awarded to the responsible bidder submitting the lowest bid for either deconstruction (Schedule A), or a the lowest alternate bid for traditional demolition (Schedule B), taking into account the Bidder's Qualifications and other bidding requirements.

#### **General Performance Requirements:**

- A. Construction and Demolition (C&D) debris shall be diverted from the landfill whenever practicable in accordance with local and King County policies.
- B. Mixed and nonrecyclable C&D debris generated by this project shall be handled in accordance with King County regulations and delivered to a designated C&D receiving facility.
- C. The following materials are banned from disposal in King County and must be recycled:
  - 1) Concrete, asphalt paving and bricks, unpainted, without a hazardous constituent, and not attached to other materials.
  - 2) Metal, ferrous and nonferrous includes composite, multi-metal products or products with nonmetal contaminants but metal content must be more than 90 percent by weight of the material.
  - 3) Cardboard includes with tape, staples, and other fasteners and is dry and free of contamination such as paint, grease, grime or dirt.
  - 4) Unpainted new construction gypsum scrap that is dry and does not have adhering spackling compound or excessive water damage that would prevent recycling.
  - 5) Unpainted/untreated wood excludes particle board and laminated veneer wood.

#### Exceptions:

Bans do not apply where C&D Wastes are painted, have hazardous or asbestos containing constituents, are glued, nailed or otherwise connected to other material types, are present only in very small quantities.

In addition to the banned C&D items, the following materials often have viable recycling markets and should be diverted for recycling or reuse whenever possible: Carpet, Carpet pad, Window glass.

- D. Temporary Construction site fencing for the safety of the general public must be erected by the contractor, and tree protection measures will be required along the perimeter of the property, as indicated in the demolition permit.
- E. Although the building site itself is flat, local topography indicates surface and groundwater drainage from NE to SW, therefore temporary silt fencing will be required along the western and southern edge of the project area. Apart from the building footprints, the remainder of the site (except gravel driveway and back patio), has an existing grass groundcover which is to be retained.
- F. The structures sit on concrete pad foundations which shall also be removed. Other than minimal ground disturbance necessary for their removal, the City's demolition permit does not allow any other grading or site leveling. Following project completion, the City will revegetate the entire parcel with grass seed and plantings.
- G. All work shall comply with the City's noise ordinance (See <u>MICC 8.24.020, Section Q</u>). In addition, work on this project shall only be allowed from **8am to 5pm Mon-Fri and 9am**

**to 6pm on Saturday**; no work on Sundays or holidays. Generators used onsite must be as quiet as possible and must comply with City noise requirements.

- H. Temporary traffic control may be required if traffic impacts to SE 40<sup>th</sup> Street are expected. The contractor is responsible for providing all needed traffic and pedestrian controls to allow safe public passage in and around work zones in accordance with MUTCD, <u>http://mutcd.fhwa.dot.gov/</u>. The contractor will also be responsible for obtaining a City ROW Use Permit prior to commencing any traffic control.
- I. Burning or incinerating of materials is prohibited onsite.

#### **Salvaged Materials**

- A. Based on preliminary assessments, the City believes all-new windows, and a new, unused gas furnace are the most likely items for salvage and reuse. The house also has a fireplace built from sandstone blocks, some of which may be large enough for salvage. Although the property has extensive wooden floors, most planks are screwed down and may be deemed not salvageable. These items, and others of interest, shall be removed by a salvage partner selected by the successful bidder.
- B. Windows and doors shall be removed only when deconstruction or demolition is ready to start immediately afterwards.

# **Deconstruction Assessment (Bid Schedule A)**

NOTE: A three minute walk-through video depicting property conditions is available on the City's You Tube Channel: <u>https://youtu.be/QmG0\_K2XsSU</u>

- A. Conduct a deconstruction and salvage assessment of the structure and materials/equipment to be removed during the project, including cost estimate.
- B. Estimate time frame to fully complete deconstruction of the property and heavy equipment that may be needed on the job site
- C. If possible estimate the total amount (in tons or cubic yards) of material to be disposed of as waste from the project, to a receiving facility.
- D. Provide documentation of all materials salvaged and send electronic copies to the Project Manager.

#### **Demolition Assessment (Bid Alternative - Schedule B)**

A. The City prefers to conduct a deconstruction of the structure, but is also soliciting alternate bids for traditional demolition in order to compare costs and timelines.

#### Attachments

- Exhibit A: Required Signature Form Package
- Exhibit B: City Sample Contract, Payment and Performance Bonds, and Retainage Agreement
- Exhibit C: City General Terms & Conditions
- Exhibit D: Site Plan and Tree Protection Requirements
- **Exhibit E:** House and garage floorplan and structure dimensions

• Sample property photos (See below)



