

#### City of SeaTac

#### **Public Works Department**

#### **INVITATION TO BID for**

#### **DEMOLITION OF 3204 S 173rd ST**

The City of SeaTac, Public Works Department, seeks to hire a contractor to demolish a single family home structure at 3204 South 173<sup>rd</sup> Street, SeaTac WA.

ALL COMMUNICATIONS WITH THE CITY concerning this "Invitation to Bid" should be directed to Mason Giem, Public Works Programs Coordinator at mgiem@seatacwa.gov.

The City of SeaTac will receive sealed bids at the first-floor main entrance of City Hall, 4800 South 188th Street, SeaTac, Washington, 98188 until 11:00 a.m. local time on Tuesday October 22, 2024. The bids received will be publicly opened and read after 11:15 a.m. local time on Tuesday October 22, 2024in the Riverton Conference Room 128 at City Hall, for demolition of the project hereinafter referred to as:

#### DEMOLITION OF SINGLE FAMILY HOME AT 3204 SOUTH 173RD.

Estimate \$50,000 TO \$100,000

The bid must be received by the City of SeaTac with all required bidding documents in a sealed envelope clearly marked **DEMOLITION OF SINGLE FAMILY HOME AT 3204 SOUTH 173<sup>RD</sup>.** Each bid shall be accompanied by a bid deposit as described on the following page. No bid will be considered unless accompanied by such bid deposit. All bids must be made upon the forms provided in the Bids Section of the contract documents. Incomplete bids and bids received after **11:00 a.m. local time on Tuesday October 22, 2024, 2024** will not be considered. Faxed or emailed bids will not be considered.

There will be a mandatory "**site visit**" on **Tuesday, October 15, 2024 at 1:00 p.m.** at 3204 South 173<sup>rd</sup> Street SeaTac, WA 98188. Failure to attend the site visit will disqualify the bidder.

All bids shall be accompanied by a bid deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of the bid. Bidder shall use the bond form included in the contract provisions. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within ten (10) calendar days of notification of intent to award contract, the bid deposit shall be forfeited to the City of SeaTac.

The City reserves the right to reject any and all bids and to determine minor irregularities or informalities, and to waive any minor irregularities or informalities. No bidder may withdraw their bid for a period of forty-five (45) days after the date and time set for the opening thereof. The City shall not necessarily be bound to accept the low bid.

# City of SeaTac Public Works Department Contract Specifications For Demolition of 3204 S 173rd St

#### **Content**

- A. General Requirements and Specifications
- B. Preparation and Content of the Bid
- C. Bid Form

#### **General Requirements and Specifications**

#### 1. Intent

The intent of these specifications is to describe and cover all labor, equipment and services necessary to demolish the real property located at 3204 South 173<sup>rd</sup>, SeaTac, WA.

#### 2. Work Included

The work included in this contract includes, but may not be limited to:

- Developing site plan.
- Securing necessary permits for demolition, removal of furnace oil tank and electrical work. The City of SeaTac will waive fees associated with SeaTac permits for this project.
- Asbestos report.
- If asbestos is found, a contract change order will be issued.
- Demolition and removal of building, structures and all vegetation.
- Disconnect and cap all utilities (water, sewer) at the property line. The City will have the power connection removed.
- Utilities shall be terminated at a box on site and clearly marked for future use.
- Removal of debris located inside of building.
- Removal of building pad if present.
- Decommission and remove the underground furnace oil tank.
- Test soil around oil tank. If soil is found to be contaminated, a contract change order will be issued.
- Install a silt fence and spread straw over property after demolition work is completed.
- Remove everything on site to existing grade of building.
- The City will install a security fence after project completion.

The Contractor will furnish all labor, tools, specialized equipment, and supervision to perform these services.

#### 3. State Certification is required

Contractor must have proper certification and licenses and follow all applicable Federal, State and Local codes and regulations.

All work shall be completed in compliance with SeaTac Municipal Code and standards.

All work shall be completed in compliance with the current International Building Code, the Uniform Plumbing Code, and applicable Washington State Amendments.

All work, equipment and materials shall conform to the 2024 Washington State Standard Specifications, 2018 IBC Chapter 33.

#### 4. Term of Contract

Work is to be completed within 30 days of the notice to proceed.

#### 5. Safety

Contractor shall take all necessary precautions for the safety of employees and public on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes.

#### **6. Insurance Requirements**

The Contractor shall procure and maintain insurance as outlined below for the duration of this Agreement. Any Commercial General Liability and Automobile Liability insurance policies obtained shall be underwritten by insurance companies which have an A.M. Best's rating of A VII or better, licensed to do business in the State of Washington. Liability insurance policies shall specifically name the City, its elected or appointed officials, officers, employees and volunteers as Primary-Non-Contributory Additional Insureds of said policies.

The Contractor shall not begin work under the Agreement until all required insurance has been obtained and until such insurances have been received by the City. The Contractor shall file with the City a certificate of insurance evidencing that the policies are in force. The certificate shall be accompanied by policy endorsements as are necessary to comply with these requirements.

The types and limits insurance are as follows:

#### COMMERCIAL GENERAL LIABILITY-Comprehensive Form

- \$2,000,000 per occurrence liability /\$2,000,000 annual aggregate.
- Coverage to include Premise and Operations Liability.
- Blanket Contractual.

- OCP for subcontractors liability.
- Product and Completed Operations Liability.
- Stop Gap Liability-\$1,000,000/\$1,000,000/\$1,000,000.
- Primary-Non Contributory Additional Insured coverage for the City et.al.

#### **AUTOMOBILE LIABILITY**

• \$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile.

#### WORKER'S COMPENSATION

Employees of Contractor and Subcontractors are to be insured under Washington State Industrial Insurance.

The General Aggregate provision of the Contractor's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this contract.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of the contract.

The Contractor agrees to repair and replace all property of the City and all property of others damaged by the bidder, its employees or its subcontractors. The Contractor shall provide documentation of said insurance coverage.

#### 7. Wages

Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. Use September 24, 2024 rates for Washington State, King County. A copy of the applicable wage rates is available for viewing in our office. A hard copy of the applicable wage rates will be mailed upon request.

Following is the URL to the Department of Labor & Industries prevailing wage rates pages. https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx

On or before the date of commencement of the work, the Contractor shall file a statement with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

#### 8. Nondiscrimination

Contractor will comply with all local, state and federal laws and regulations pertaining to equal employment opportunities.

#### 9. Business License

Contractor will be required to obtain a valid City of SeaTac business license prior to commencement of work.

#### 10. Areas of Work

3204 South 173<sup>rd</sup>, SeaTac, WA. Lot size 9,815 square feet. Building size 1,430 square feet with 340 square-foot attached garage.

#### 11. Methods

Industry standards will be followed for the demolition.

#### Preparation and Content of the Bid

#### 1. Bid Form

Bids shall be made on the Bid Form issued by the City as part of these Contract Documents, without reservation or amendment.

#### 2. Bid Signature

All information requested on the "Bid Form" shall be provided. If an individual makes the bid, the name, signature, and address must be shown. If the bid is made by a partnership, the name and address of the partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the title of the person authorized to sign on behalf of the corporation and the address. The City reserves the right to request documentation showing the authority of the individual signing the bid to execute the contracts on behalf of anyone, or any corporations, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

#### 3. Modification of Bid

A modification of a bid already received will be considered only if the modification is received prior to the deadline for bid acceptance. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

#### 4. Examination of bid and Contract Documents

The submission of a bid shall constitute an acknowledgement on which the City may rely that the bidder has thoroughly examined and is familiar with the bid and Contract Documents.

#### 5. Performance and Payment Bond

RCW 39.08.010 requires a municipality to call for a performance and payment bond.

#### 6. Bid Submittal

The bid must be received by the City of SeaTac with all required bidding documents in a sealed envelope clearly marked

#### DEMOLITION OF SINGLE FAMILY HOME AT 3204 SOUTH 173RD.

Each bid shall be accompanied by a bid deposit. No bid will be considered unless accompanied by such bid deposit. All bids must be made upon the forms provided in the Bids Section of the contract documents. Incomplete bids and bids received after 11:00 a.m. local time on Tuesday October 22, 2024. will not be considered. Faxed or emailed bids will not be considered.

#### **Bid** for

#### Demolition of 3204 SOUTH 173RD St

Bids will be accepted until 11:00 a.m. on Tuesday, October 22, 2024. Bids shall be mailed or hand delivered to: City Clerk, SeaTac City Hall, 4800 S. 188th St., SeaTac, WA 98188. Bids shall be in a sealed envelope marked: "Bid – Demolition of 3204 SOUTH 173<sup>RD</sup> St"

Pursuant to and in compliance with your invitation for bids for the **Demolition of 3204 SOUTH 173**<sup>RD</sup> **St**, Instructions to Bidders and other documents relating thereto, the undersigned has carefully examined the specifications and hereby proposes to furnish all labor and materials and to perform all work as required, in strict accordance with the contract documents and specifications, for the amount shown.

TOTAL	Dollars
(Written Bid Bid)	bollars
TOTAL	
(Numeric)	
(Does not include WA State Sales Tax)	
Signature of authorized official:	
Official's Name (printed or typed):	
Date:	
Title:	
Contact Information	
Bidder/Company Name:	
Address:	
City/State/Zip:	
Telephone:	
Email	

#### STATE OF WASHINGTON

#### NON-COLLUSION AFFIDAVIT

### **COUNTY OF KING**

Bid – Demolition of 3204 SOUTH 173<sup>RD</sup> St"

on his oath says that the bid submitted, is a general the interest or on behalf of any person there	in named; and he	further says that the bidder has not
directly or indirectly induced or solicited an sham bid, or any person or corporation to re any manner sought by collusion to secure ar	efrain from bidding	g; and that said bidder has not in
CONTRACTOR		
Subscribed and sworn to before me this	day of	, 2024.
		n and for the State of Washington
My c	commission expire	es .

#### **CITY OF SEATAC**

#### **BID BOND**

Demolition of 3204 South 173rd Street

	BOND NO
A	AMOUNT \$
KNOW ALL MEN BY THESE PRESENTS that	
as Principal	I, hereinafter called the
Contractor,	
and	a
corporation	
duly organized under the laws of the State of	
having its principal place of business at	
in the State of and State	authorized to do business in
of Washington, as SURETY, are held and firmly as Obligee, hereinafter called the Owner, in the	· · · · · · · · · · · · · · · · · · ·
ofDolla (\$)	ars

for the payment of which Contractor and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT: WHEREAS the Contractor is herewith submitting a Bid Proposal for the above referenced project. Project and said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said Bid Proposal submitted by the Contractor is accepted and the Contract awarded to the Contractor and if the Contractor shall execute the proposed Contract and shall furnish the Public Works Performance Bond and labor and Material Payment Bond as required by the Bidding and Contract Documents within the time fixed by said Contract Documents, then this

obligation shall be void; if the Contractor shall fail to execute the proposed Contract and furnish the required bond, the SURETY hereby agrees to pay to the Owner the penal sum as liquidated damages.

In the event suit is brought upon this bond by Owner and judgment is recovered, said SURETY shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

Signed	this	_ day of	, 20
	CONTRACTOR		
Ву			
	SURETY		
Ву			
,	ATTORNEY-IN-F	ACT	

The Attorney-in-Fact who executes this bond in behalf of the SURETY must attach a copy of his power of attorney as evidence of his authority.

## **CONTRACT DOCUMENTS**

#### INFORMATION ONLY

The following forms must be executed and submitted by the successful bidder within ten (10) calendar days following Notice of Award.

# CITY OF SEATAC PERFORMANCE AND PAYMENT BOND (to be used in contract)

KNOW ALL MEN BY THESE PRESENTS,	
that	
of as Principal, and	
as Surety, are	
jointly and severally held and bound unto the City of SeaTac in the sum of	
Dollars (\$	
for payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.	
THE CONDITION of this bond such that, the Principal herein made and entered into a certain contract with the City of SeaTac, for the above referenced project for work items, which contract consists of the Bid/Agreement, together with the Contract Documents, Standard Specifications, Special Provisions, Addenda and Plans, all as attached and made part hereof.	
Now, therefore, if the Principal shall well, truly and faithfully perform all of the provisions and fulfill all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the period of the original contract, and any extension thereof that may be granted by the City of SeaTac, with or without notice to the Surety, and during the life of any guarantee required under the Contract and shall also well and truly perform and fulfill all of the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived; and furthermore, shall pay all laborers, mechanics and subcontractors and material suppliers and all persons who shall supply such person or persons, and such Principal or subcontractors with the provisions and supplies for the carrying on of such work, shall indemnify and save harmless the City of SeaTac from all cost and damage by reason of the Principal's default or failure to do so and shall pay the State of Washington sales and use taxes and the amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington, and shall further indemnify the workmanship or materials entering into any part of the work as defined in the agreement which shall develop or be discovered within one year after the final acceptance of such work, then this obligation shall be null and void, otherwise, to remain in full force and effect; provided, that the provisions of this bond shall not apply to any money loaned or advanced to the Principal or any subcontractor or other person in the performance of any such work.	
Signed and dated this day of, 20	
PRINCIPAL:	
$\mathbf{p}_{\mathbf{v}}$	

Signature	
Print or Type Name	_
	Title: _
SURETY:	
	By: _
Signature	
	_
Print or Type Name	
	Title: _
	Address:

Note: If attorney-in-fact signs for surety, a certified copy of the power of attorney must be attached.

# CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

Prepared in compliance with RCW 60.28.011

In accordance with RCW 60.28.011, the City of SeaTac will withhold five percent (5%) of money due the Contractor until the requirements described herein and under RCW 60.28.011 have been satisfied.

The moneys reserved under the provisions of this public improvement contract, at the option of the contractor, shall be:

#### Select one:

[] (a) Retained in a fund by the Contracting Agency. No interest will be earned on the retained percentage amount under this election.
[] (b) Deposited by the Contracting Agency in an interest-bearing account at the FDIC insured bank currently providing contracted banking services to the City of SeaTac. Interest on such account shall be paid to the Contractor.
[] (c) Placed in escrow with a bank or trust company by the Contracting Agency. When the monies reserved are to be placed in escrow, the Contracting Agency will issue a check representing the sum of the monies reserved payable to the bank or trust company and the
Contractor jointly. Such check shall be converted into bonds and securities chosen by the
Contractor and approved by the Contracting Agency and the bonds and securities held in escrow

The Contractor in choosing option (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

I hereby designate as the depository for said funds. If Contractor fails to designate the depository, then the Contracting Agency will designate the bank currently providing contracted banking services to the City of SeaTac.

#### [] (d) Contractor will submit Retainage Bond

CONTRACTOR:		
Signature:	 	
Print or Type Name:	 	
Title:	 	
Date:		

#### CITY OF SEATAC RETAINAGE RELEASE REQUIREMENTS

#### DOCUMENTS REQUIRED TO BE ON FILE WITH CONTRACTING AGENCY

#### PRIOR TO RELEASE OF RETAINAGE:

1. Intent to Pay Prevailing Wage (Contractor generates)

Department of Labor & Industries Employment Standards Division General Administration Building Olympia, Washington 98504 (360) 956-5335

2. Notice of Completion of Public Works Contract (Contracting Agency generates)

Department of Revenue Excise Tax Division Olympia, Washington 98504

3. Affidavit of Wages Paid (Contractor generates)

Department of Labor & Industries

- 4. Certificate of Release, State Excise Tax by Public Works Contractor (*Letter from State*)

  Department of Revenue
- 5. Contractor compliance with Industrial Insurance requirements (*Contracting Agency will verify status*)

Department of Labor & Industries www.lni.wa.gov/ClaimsInsurance/RatePremium/CRUA

6. Receipt for Payment in full or Release of Lien signed by Lien Claimant for claims against retainage or Payment Bond filed with Contracting Agency by any such subcontractor, workman, or material supplier. (*Responsibility of Contractor to obtain and file with Contract*