

REQUEST FOR PROPOSAL (RFP)

REPLACE DAMMAGED OR ROTTED CEDAR TRIM, ROTTED TRUSS
SUPPORT POST, REPLACE ALL DECK RAILS AND BALLISTERS AND
REPLACE ANY ROTTED OR OTHERWISE DAMAGED DECKING. WORK
INCLUDES BOTH NORTH AND SOUTH DECKS OF THE TIMBERLAND
REGIONAL LIBRARY AMANDA PARK BRANCH LOCATED AT 6118 U.S.
HIGHWAY 101 AMANDA PARK WA 98526-0089



RELEASED ON MAY 28th, 2019

BID PROPOSALS DUE DATE: JUNE 21ST, 2019

@ 10:00 AM

**NOTICE INVITING SEALED BID PROPOSALS FOR;
Repair work on two exterior decks at Amanda Park, WA**

SCOPE OF WORK:

Timberland Regional Library (TRL) is requesting sealed proposals for repair of existing wood decks including the replacement of two (2) support posts that have exceeded their life expectancy, the deck guardrails and balusters, and any rotted trim that needs to be replaced. Specifically;

1. Remove and replace any rotted and damaged cedar decking, joist supporting deck that is rotted or failed for any reason. (See attached pictures)
2. Replace rotted cedar trim matching existing trim. Maintain weather proofing membrane under trim. (See attached pictures)
3. There are two (2) PT posts that have rotted at the deck level and will be replaced. These posts go from the foundation up to the roof beam and will be replaced using PT wood that is grade UC4B direct contact. Ends of post and any checks or cuts for fittings or bolts shall be treated before cover or placement with applicable chemical treatment. (See attached pictures)
4. All guardrail and balusters shall be replaced using UC4A PT wood. All cut ends and/or checked wood shall also be treated onsite with applicable chemical preservative prior to install. All screws, bolts any fasteners shall be approved for contact with the specific PT wood used. No dissimilar metals will be used. (See attached pictures)

The winning bidder will demo the existing guardrails and remove all debris. Fix and replace any of the cedar decking that is rotted and or damaged with same type and grade material as existing. Upon finishing the decks and guardrails, all the wood shall be finished by applying WS weather seal wood finish manufactured by the Continental Products Company of Euclid, Ohio 44177 (www.continentalprod.com). Color match as close as possible finish to be applied on the exposed wood, coating shall be applied to manufactures specifications. All permits and approval are the requirements of the Contractor. Permit Jurisdiction is Greys Harbor County.

The winning Contractor shall be licensed in the State of Washington to do the work as required. All work shall be bid at prevailing wage and we require "verification of filing the intent to pay prevailing wage forms with L&I". All work shall be completed within 120 calendar days following receipt of a written Notice to Proceed from TRL.

SUBMITTAL OF PROPOSALS:

Two separate copies of the complete Proposal is required
each copy will be submitted in separate envelopes
Proposals shall be submitted to:

LG Nelson, CBO, ACO
Facilities Manager
Timberland Regional Library 415
Tumwater Blvd.
Tumwater, WA 98501-5799
lnelson@trl.org
360-704-4510

Proposals shall be submitted no later than **10:00 a.m. on Friday, June 21st, 2019.**
Postmarks and late proposals will not be accepted.

BACKGROUND:

Timberland Regional Library is soliciting Requests for Proposals (RFP) from qualified contractors/firms to repair an existing deck and guardrail at our Amanda Park Timberland Library Branch.

TRL seeks to hire a Washington State Licensed Contractor qualified to perform the work as outlined in the scope of work.

It is the intent of TRL to award a construction contract in form approved by the TRL Attorney, to the selected firm. TRL reserves the right to further negotiate the terms and conditions of the Agreement. TRL reserves the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of TRL. The project will be awarded based on demonstrated ability and performance providing similar services and proposed fees for services. The Construction Contract agreement may not be awarded to the lowest cost respondent.

Contractor will need to comply with Prevailing Wages Requirements and provide documentation of Intent to Pay Prevailing Wages and Affidavit of Wages Paid.

Contractor shall provide insurance documentation complying with City requirements, as attached. Contractor shall meet bidder responsibility criteria per RCW 39.04.350 and successful bidder shall provide documentation of compliance per RCW 39.04.350.

QUALIFICATIONS OF CONTRACTORS:

Each contractor shall be fully qualified by ability, knowledge, and experience to satisfactorily perform the work required in these specifications, and shall engage in the business "Building construction" projects as outlined in the scope of work above in a timely manner as spelled out in this document.

REFERENCES AND QUALIFICATION REQUIREMENTS:

Contractor must present evidence indicative of its ability to finance provide, and sustain the specified construction services to the satisfaction of TRL. Failure to include any of the following information as requested below may cause proposal to be deemed non-responsive if TRL has no prior experience with the contractor.

Task 1 - Construction Services

1. Research/Data Collection: TRL encourages Contractor to visit the site for better understanding of the project verify the locations of the damage wood needing to be replaced and if it will impact the use of the Library.
2. Prepare Project Schedule

The Contractor shall prepare and submit a schedule of work including all required special inspections and other sub-contractors to be used on this job site.

This Request for Bid Proposal does not commit TRL to award a contract, or to pay any costs incurred in the preparation of the proposal. TRL reserves the right to extend the due date for the proposal, to accept and reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, to cancel this Request for Proposal in part or in its entirety, and to procure

alternate or additional consulting services. TRL may require the selected Contractor to participate in negotiations and to submit such technical fee, or other revisions of their proposals as may result from negotiations.

The contractor shall enter into a formal agreement with TRL for the services to be rendered. A sample agreement is enclosed for your review.

CONTACT INFORMATION

Questions regarding this Request for Proposal can be directed to:

LG Nelson, Facilities Manager
lnelson@trl.org
360 704 4510

Attachments: Exhibit A - example contract
Exhibit B - project pictures
Exhibit C - Certificate of Compliance with Wage Payment
Exhibit D - Non Collusion Affidavit Certificate

EXHIBIT A

For valuable consideration the parties hereby agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide all labor and materials, and perform all work necessary for the completion of the following scope of work identified in the attached RFP dated April 26th, 2019. RFP specifications are hereby made a part of this Contract.
2. **WORK SITE:** The project shall be constructed on the property of TRL at 6118 U.S. Highway 101, Amanda Park, WA 98526-0089 and more particularly described as Amanda Park Timberland Library Branch (hereafter "the Work Site"). Owner hereby authorizes Contractor to commence and complete the usual and customary excavation and grading or other site work on the Work Sites as may be required in the judgment of the Contractor to complete the Project as required.
3. **TIME OF COMPLETION:** Contractor shall commence the work to be performed under this Contract on or before 06/01/2019 and shall substantially complete the work on or before 10/01/2019. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.
4. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county/state government, the cost thereof shall be included as part of the Project price.
5. **INSURANCE:** Contractor shall maintain general liability, workers compensation and builder's risk insurance as required by the State of Washington.
6. **CHANGES TO SCOPE OF WORK:** Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, the Contractor shall estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost.

7. PREVAILING WAGE REQUIREMENTS:

- a. **Contractor to pay Prevailing Wages:** Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- b. **Statement of Intent to Pay Prevailing Wages:** Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
- c. **Affidavit of Wages Paid:** Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- d. **Disputes:** Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060.
- e. **Statement with Pay Application; Post Statements of Intent at Job Site:** Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

- f. **Contractor to Pay for Statements of Intent and Affidavits:** In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.

8. **CERTIFIED PAYROLLS:**

- a. Consistent with WAC 296-127-320, the Contractor and any subcontractor shall submit a certified copy of payroll records if requested.
- b. **Books and Records:** The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of the Work and maintain such accounting procedures and practices as may be deemed necessary by TRL to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by TRL, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

9. **CONTRACT PRICE:** Owner agrees to pay Contractor the sum of \$ xx.xx +Tax for performing the construction services set forth in the scope of the work. Contractor shall be paid as follows:

- a. In return for the completion of work identified in scope above, TRL shall pay the Contractor an amount not to exceed the maximum amount and according to a rate or method as delineated in this contract, and incorporated by this reference. The Contractor fix bid amount charged by it for its Construction services contracted for herein shall remain locked at the Bid amount for the Term. Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.
- b. **Method of Payment:** On a monthly basis, the Contractor shall submit an invoice in the form specified by TRL, including a description of what phase of work have been performed, the name of the personnel Performing such Services. The Contractor shall also submit a final bill upon completion of all construction and a final inspection by all authorities having jurisdiction. Payment shall be made on a monthly basis by TRL only after the work has been performed and within thirty (30) days after receipt and approval by the appropriate TRL representative of the voucher or invoice. If the Work does not meet the requirements of this Agreement, the Contractor will correct or modify

the work to comply with the Agreement. TRL may withhold payment for such work until the work meets the requirements of the Agreement.

- c. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- d. In accordance with Chapter 60.28.001 R.C.W. TRL will retain five (5) percent of each monthly progress payment. Retainage will be released after completion of all contract work and when clearances have been received from DOR, ESD, and L&I.

10. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

11. INTERPRETATIONS:

- a. **Interpretation of Documents:** The Contract, drawings, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Owner shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, Contractor shall be required to perform the work as though it were called for and displayed in both documents.
- b. **Entire Agreement:** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.
- c. **Governing Law:** This Contract shall be interpreted and governed in accordance with the laws of the State of Washington.

12. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

13. PERFORMANCE

- a. Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

- b. All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- c. Contractor agrees to remove all debris and leave the premises in broom clean condition.

14. **WARRANTY:** Contractor's warranty shall be limited to defects in workmanship within the scope of work performed by Contractor and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Contractor. Contractor hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials.

AGREED:	
CONTRACTOR:	OWNER: Timberland Regional Library
Signature	Signature
Owner Print Name	Cheryl Heywood, Director Print Name
Date	Date
License Number	
Name and Address of License Holder	

State of Washington

County of _

Signed or attested before me on _ (date) by .

(Seal or Stamp)

Signature

Title

My appointment expires: _

Exhibit B - Project Pictures



#1

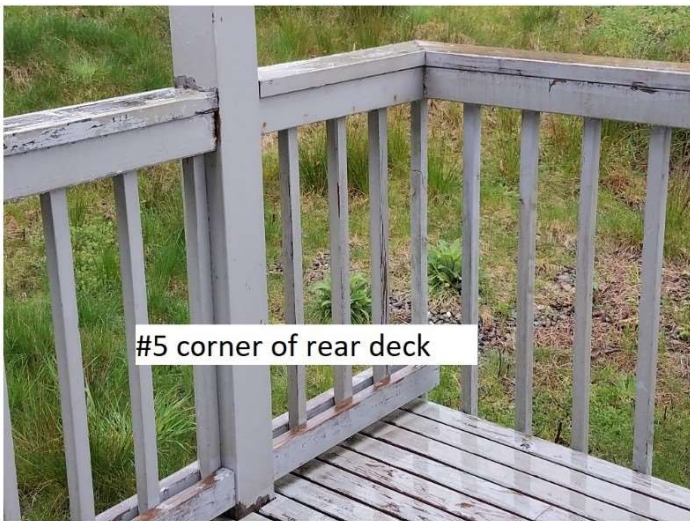


#2





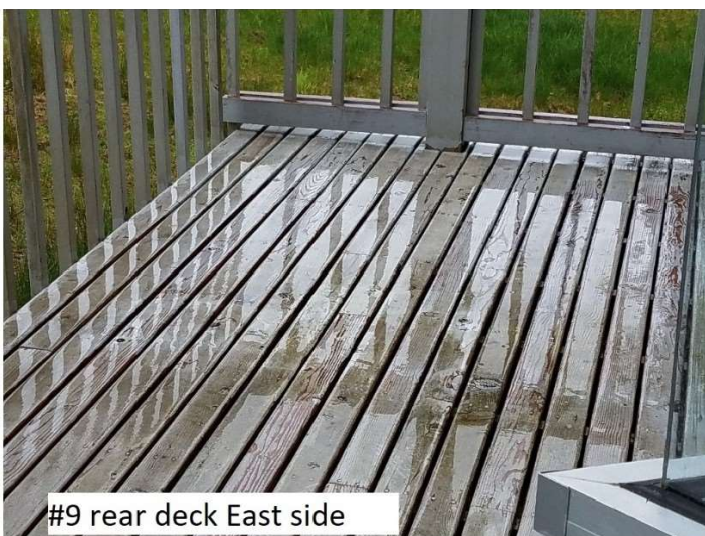
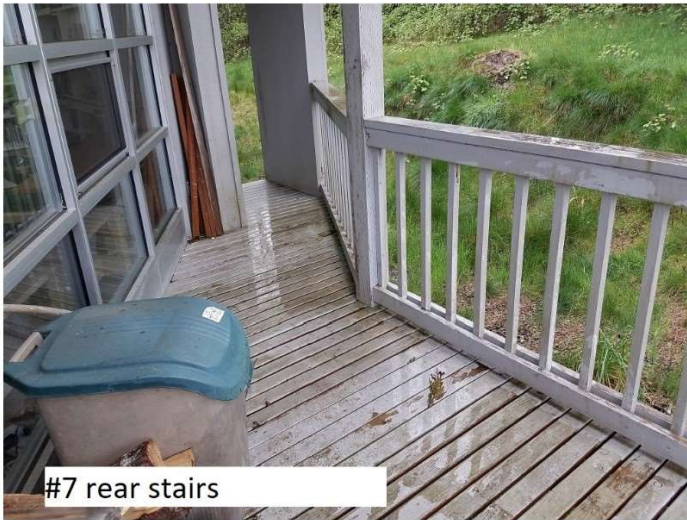
#4 side view Post rot



#5 corner of rear deck



#6 post and rail west side rear deck



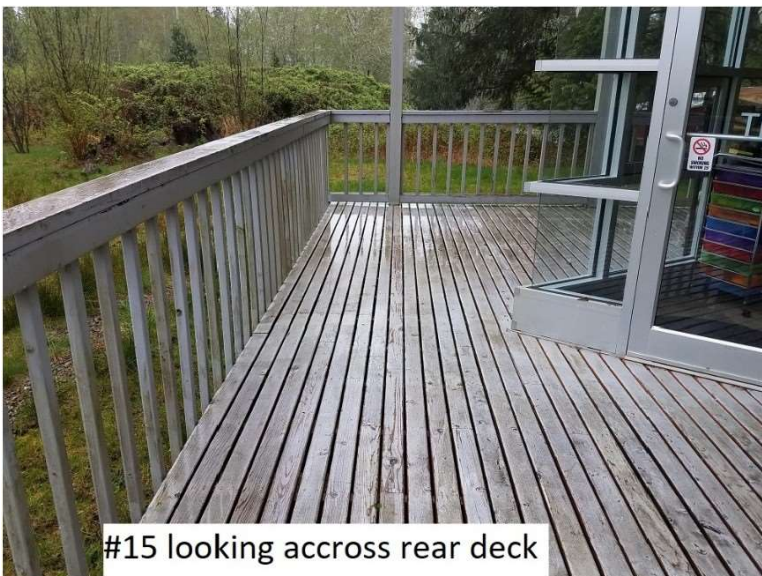




#13 rear deck to stair



#14 looking to the north



#15 looking accross rear deck



16 Rotted corner front deck



#18 possible front deck rot

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (May 1, 2019), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as 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.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



Exhibit D

NON-COLLUSION AFFIDAVIT

(STATE OF WASHINGTON)

COUNTY OF (_____)

_____, being first duly sworn, on his/her oath says that the bid herewith submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named: and he/she further says that the said bidder had not directly or indirectly induced or solicited and bidder on the above work or supplies to be put in a sham bid or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to his/her self any advantage over any other bidder or bidders.

Name and Title of Bidder's _____

Representative: _____

Signature of Contractor's Representative: _____

Subscribed and sworn to before me the _____ day of, 20 . Notary in and for the

State of _____

Residing at _____
(city)

Notary Public Signature

Notary Public Seal:

END OF SECTION