

City of Scottsbluff, Nebraska

Monday, April 3, 2017

Regular Meeting

Item Reports4

Council to consider paying \$67,621.00 to the Scottsbluff Public School District for the demolition cost of the outdoor Splash pool.

Staff Contact: Nathan Johnson, City Manager

ROCKY MOUNTAIN
DEMOLITION, INC.

a Woman-Owned SBE Company

12781 Cavanaugh Road
Hudson, CO 80642
Phone: 720-685-8110
Fax: 720-293-7688

email: davidb@rockymountaindemo.com

NM CONTRACTOR LIC. NO.: 368913

NM DWS REG. NO.: 002442720120510

ESTIMATE TRANSMISSION COVER SHEET

TO: Hausmann Construction
Andrew Christensen

FROM: RMD Estimating Department
David or Kelly

DATE: February 20, 2017

No. of Pages, including cover:

4

RE: Revised Estimate for **Splash Arena Pool and Spa Demo**

IF THERE ARE ANY QUESTIONS REGARDING THIS PROPOSAL,
WE CAN BE CONTACTED AT: 720-320-1271 OR 720-685-8110

**NOTE THAT WE ARE AN ECONOMICALLY DISADVANTAGED WOMAN-OWNED
SMALL BUSINESS IN ACCORDANCE WITH SBA REGISTRATION GUIDELINES**



ROCKY MOUNTAIN DEMOLITION, INC.

BID PROPOSAL

February 20, 2017

Attn: ESTIMATING DEPARTMENT
Project: Splash Arena Pool and Spa Demo

ROCKY MOUNTAIN DEMOLITION proposes to furnish all materials and perform all labor necessary to complete the scope on the attached page(s).

EXCLUSIONS: see attached. This proposal is based on work being performed during regular business hours (M-F)

COST ESTIMATE: (see scope page)

MOBILIZATIONS: 1 **For payment and performance bond, add 3%.**

INITIAL MOBILIZATION: yes **Any additional move-ins will be charged at \$5,000 each.**
Subject to prompt acceptance within 60 calendar days, all conditions of bid proposal stated on pages 1 and 2 of this form, and approval of Customer's credit by Subcontractor which will not be unreasonably withheld, we propose to furnish materials and labor as specified in this proposal at the price(s) stated herein and any requested extra work at the prices stated, if attached. Acceptance of this bid proposal is expressly limited to the terms herein.

CONDITIONS OF BID PROPOSAL

1. Rocky Mountain Demolition (Subcontractor) has devoted time, money and resources toward preparing this bid in exchange for Customer's express agreement that the parties will have a binding contract consistent with the terms of this bid proposal and Customer unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare "Customer's bid" for the project at issue and Customer is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.
2. Asking or allowing the Subcontractor to commence work or make preparations for work will constitute acceptance by Customer of this bid proposal. Subcontractor and Customer will execute a ConsensusDOCS 750 Subcontract form to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final Subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final Subcontract, this bid proposal will govern.
3. A change in the price labor of more than 5% between the date of this bid proposal and the date of commencement of the work will warrant an equitable adjustment to the subcontract price.
4. All items omitted or not clearly shown on the Demolition plans are excluded from this proposal. All finished dimension layout and removal is to be performed by corresponding trades unless otherwise negotiated in this price proposal.
5. Subcontractor will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Subcontractor will maintain insurance with coverage and limits only as provided by Subcontractors' existing insurance program evidenced by its certificate of insurance available on request.

Rocky Mountain Demolition, Inc.
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6. Subcontractor's schedule of values will be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, will be paid by Customer. The proper venue to resolve any disputes arising under the Subcontract will be the place where the project is located, and the laws of said place will govern all such disputes.

7. Subcontractor will be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Subcontractor will be entitled to terminate the Subcontract. Subcontractor change proposals must be processed in not more than thirty (30) days.

8. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SUBCONTRACTOR. Subcontractor is not responsible for special, incidental or consequential damages, and Subcontractor's responsibility for delay damages will not exceed 5% of the original Subcontract amount. Subcontractor is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials will be furnished in accordance with respective industry tolerance and performance standards. No backcharge or claim of Customer for services will be valid except by an agreement in writing by Subcontractor before the work is excuted, except in the case of Subcontractor's failure to meet any requirement of the Subcontract. In such event, Customer will notify Subcontractor of such default, in writing, and allow Subcontractor reasonable time to correct any deficiency before incurring any costs chargeable to Subcontractor. Further, no backcharge will be valid unless billing rendered no later than the 15th day of the month following the charge being incurred. Any payments withheld under a claim of Subcontractor default will be reasonably calculated to cover the anticipated liability and all remaining payment amounts not in dispute to be promptly paid. Warranty claims must be received by Subcontractor not more than one (1) year after completion of Subcontractor's work, and Subcontractor must be provided reasonable opportunity to inspect and make corrections, or such warranty claims are barred.

9. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, floor, roof and wall opening covers, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, and trash recycling services.

10. To the extent that performance and payment bonds are required by this project, the bond forms must be the ConsensusDOCS 706 and ConsensusDOCS 707 published by ConsensusDOCS.

11. Neither party will assign the Subcontract, in whole or in part, without written consent of the other.

12. Subcontractor will not participate in a consolidated insurance program ("CIP").

13. Regardless of any language to the contrary contained in a waiver, waivers of lien or bond rights will exclude retainage, unbilled changes, billed and unpaid changes and claims which have been asserted in writing or which have not yet become known to Subcontractor, and shall either apply only through the date of work for which Subcontractor has been paid in full, or shall be conditional upon receipt of funds to Subcontractor's account.

Submitted by,

Accepted by,



Rocky Mountain Demolition, Inc.
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ROCKY MOUNTAIN DEMOLITION, INC.
BID SCOPE

JOB NAME: Splash Arena Pool and Spa
PLAN PAGE NO.: Demo

SCOPE ITEMS: DEMOLITION / REMOVAL OF

Fill in pools, no demo: \$44,821

Break down top 3 feet of pool and fill with soils:
\$57,446

To remove pools complete and fill with soils:
\$67,621

EXCLUSIONS

TAXES

BONDS

PERMITS

SECURITY

MECHANICAL

CMU

MASTIC REMOVAL

HAZARDOUS MATERIALS

SHORING

SITework

TEMP UTILITIES

SAWTOOTHING

WEATHER PROTECTION

FLOOR GRINDING

THINSET REM BELOW 1/8"

ELEVATOR PROTECTION

TEMPORARY BARRICADES

SITE SURVEY

DISCONNECTING AND

CAPPING OF UTILITIES

CERTIFIED PAYROLL WAGES

UNFORESEEN CONDITIONS

SUBSURFACE CONDITIONS NOT

QUANTIFIED IN THE PRE-BID

DEMO DRAWINGS

SLAB ON GRADE MORE THAN

5" THICK

INCLUDES REMOVAL OF ONE

LAYER OF FLOORING ONLY