

INSTRUCTIONS TO BIDDERS:

The Owner, the **JOINT PACIFIC COUNTY HOUSING AUTHORITY (JPCHA)**, will be selecting a **General Prime Contractor (GC)** for the project.

The Owner is presenting an Invitation for Bids (IFB) from qualified General Contractors to perform, subcontract, and coordinate all Work required for the **new construction** for **one (1) mixed-use multifamily affordable housing apartment building with a ground floor Childcare Center and Non-profit commercial office space** in **RAYMOND, WA** in substantial conformance to the attached documents known as **"WILLAPA CENTER."** Bids will be evaluated for proposed lump sum bid amount.

PROJECT DESCRIPTION:

Project Location and number of units:

Willapa Center, one (1) new mixed-use building; commercial space and affordable multifamily housing facility with (30) dwelling units, (1) childcare center, (1) commercial tenant space, (2) offices, (1) common laundry room and (1) storage room in a three-story, wood frame building with (1) elevator, and stair penthouse for roof access and elevator machine room penthouse at roof level. See Bid Documents for Scope of Work.

Address and Project Site information as follows:

- **Willapa Center**
216 3rd Street
Raymond, WA 98632
- Facility Description: **New construction of a 3-story mixed-use building and related site work for affordable multifamily housing with (30) dwelling units, a licensed Childcare center, a non-profit office tenant space, (2) small offices for housing management, (1) common laundry room for residents, and utility spaces on the ground floor.**
- Dwelling Unit type mix: **(30) total units with (8) one-bedroom units, (17) two-bedroom units and (5) three-bedroom units.**

In developing the bid, it is the expectation of Joint Pacific County Housing Authority that the General Contractor's Bid and subsequent contract amount will reflect all costs to complete the project, whether actually detailed, or only reasonably inferred in the Project Documents.

Any questions regarding the Bid should be submitted to **Tonkin Architecture**. Responses to each Contractor and Sub-Contractor will be issued in writing as a Bid Addendum. The Bid Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

General Contractors should submit their Bids to the **Joint Pacific County Housing Authority**. (JPCHA).

JPCHA has attempted to portray ample intent in the Project Documents as to the quantities required and the quality of the completed Project. If cost saving alternates are discovered as the General Contractor pursues the Sub-Bid process, the **General Contractor** shall present these to the Owner as Contractor Value Engineering Alternates on a separate sheet, along with any backup information that the Owner may require to make a decision.

ADVERTISEMENT OF BID DOCUMENTS: The Owner will advertise the project in the ~~Willapa Harbor Herald~~ **Daily Journal of Commerce** – see <https://www.djc.com/func/plan-index.php>. **Bid documents are also available or download at <https://www.solicitbid.com/Posts/Projects.aspx>.**

OBTAINING & VIEWING BID DOCUMENTS: An electronic copy of the Project Drawings and Project Manual are available upon request to contractors, use “**WILLAPA CENTER**” as the subject line. Bidders and contractor lists shall be maintained at the **Joint Pacific County Housing Authority** offices. Please send an email to tim@tonkinarchitecture.com to confirm you will be bidding.

FIRST NON-MANDATORY PRE-BID SITE VISIT: ~~A Pre-Bid Conference will be conducted by the Owner in conjunction with the Architect at the time/place indicated in the Advertisement for Bids to afford Bidders the opportunity to question the Owner and the Architect.~~ **There is no pre-bid meeting for the project, however bidders are welcome to visit the vacant site during typical business hours. The site is open and accessible, however please note is a private park.** Attendance at pre-bid walk-through is not mandatory. Please follow Covid-19 protocols by wearing a mask and maintaining social distancing.

GENERAL CONTRACTOR: This is a competitive bid project. General Contractor and Sub-contractor lists shall be maintained the at the **Joint Pacific County Housing Authority** offices. General Contractors and Sub-contractors should contact the **Joint Pacific County Housing Authority** for details.

TECHNICAL QUESTIONS: All technical questions or Bidding Requests for Information (BRFI) from General Contractors, subcontractors, and vendors regarding this project must be received in writing (email acceptable) no later than **noon on May 19, 2021**, and directed to the **Architect, Tonkin Architecture**, to tim@tonkinarchitecture.com. Use “**WILLAPA CENTER**” as the subject line. Responses (if any questions are asked) will be published **on May 24, 2021**.

SUB-CONTRACTOR & GENERAL CONTRACTOR BID SUBMITTAL:

SUB-CONTRACTORS should **SUBMIT BIDS TO A GENERAL CONTRACTOR** that is bidding on the project.

All **GENERAL CONTRACTOR** Bids shall be sent to:

Joint Pacific County Housing Authority
820 11th Avenue
Longview, WA 98632
Attention: "Katie Bonus, re: Willapa Center Bid"

GENERAL CONTRACTOR Bids must be received no later than **3:30 p.m. on May 27, 2021**.

Files will be date and time stamped upon receipt and will remain unopened until bid opening.

Sub-contractor bids to the **General Contractor** shall be in the format and conditions identified by the **General Contractor**.

ADDITIONAL BID SUBMITTALS: The **General Contractor** may identify additional submittal requirements.

CONSTRUCTION START: Notice to Proceed is tentatively scheduled for ~~June 15~~ **July, 2021** at the project site.

SUBSTANTIAL COMPLETION: Substantial Completion date will be within eleven (11) months and all Milestones including Final Completion will be within twelve (12) months of the Notice to Proceed.

PROPOSED CONTRACT: A sample **AIA A101-2017 Standard Form of Agreement Between Owner and Contractor** and a sample **AIA A201-2017 General Conditions of the Contract for Construction** has been provided in this bid package. BIDDER should review the A101 & A201 samples **and all related General Conditions** and be willing to accept and sign this contract as is, or will attach a redline copy of these contracts indicating changes requested. At the Owners option, the Owner will accept redline(s) of the contracts prior to bid submission for review.

AIA PAYMENT AND PERFORMANCE BONDS:

GENERAL CONTRACTOR WILL BE REQUIRED TO PROVIDE **PAYMENT AND PERFORMANCE BONDS** FOR FULL AMOUNT OF CONTRACT; SAMPLE **AIA 312-2010 BOND FORMS** have been referenced in this bid package. BIDDER should review the samples and be willing to accept and sign the Bonds as they are, or will attach a redline copy of these bonds indicating changes requested. At the Owners option, the Owner will accept redline of the bonds prior to bid submission for review.

BID SECURITY (BID BOND):

GENERAL CONTRACTOR WILL BE REQUIRED TO PROVIDE A **BID BOND** FOR 5% OF THE BID AMOUNT PLUS ANY ADDITIVE ALTERNATES; A **Form of BID BOND** has been provided in this bid package. BIDDER should review the samples and be willing to accept and sign the Bonds as they are, or will attach a redline copy of these bonds indicating changes requested. At the Owners option, the Owner will accept redline of the bonds prior to bid submission for review.

SUB-CONTRACTOR INFORMATION: The **General Contractor** may require submittal of additional information in support of the bid:

EQUAL OPPORTUNITY EMPLOYER: The Owner, **Joint Pacific County Housing Authority** is an Equal Opportunity Employer. Contractors/Subcontractors must comply with Executive Order 11246 as amended by Executive Order 11375 regarding affirmative action and equal opportunity.

RIGHTS RESERVED: The Owner, **Joint Pacific County Housing Authority**, reserves the right to cancel this invitation to bid, to waive as informality any irregularities in the bids, to reject any and all bids, and to accept the responsive bid from the lowest qualified and responsible Contractor whose bid meets all the requirements of this solicitation.

In the event the **Joint Pacific County Housing Authority** has two equal low bids, the Contractor with the most like experience will be awarded.

A responsible bidder has adequate financial resources to perform the contract, or ability to obtain them, ability to comply with required or proposed delivery or performance schedule, has a satisfactory performance record and record of integrity and business ethics, has necessary organization, experience, accounting, controls and technical skills or ability to obtain them, has the production, construction and technical equipment or ability to obtain them. A responsible bidder must also submit (prior to contract) a signed statement in accordance with RCW 9A.72.085, proof of non-suspension or disbarment, certificate of registration, current state unified business identifier number as well as insurance coverage as required in Title 51 RCW, employment security department number as required in Title 50 RCW and a state excise tax registration as required in Title 82 RCW. Finally, a responsible bidder will be subject to apprenticeship utilization in RCW 39.04.320, not have been found out of compliance, or within three-years preceding the date of the IFB have not been determined by a final and binding citation issued by the department of labor and industries.

APPEALS:

If protest challenges the solicitation you must do so in writing and have it received prior to the due date of proposals.

If protest challenges the award of contract, appeal must be received in writing within two business days of the bid opening. Finally, if protest challenges a bidder's responsibility, an appeal must be received in writing within two business days, then JPCHA will consider the additional information prior to final determination.

MANDATORY PRE-CONSTRUCTION MEETING: The contractor and all subcontractors and lower tier subcontractors will be required to attend a mandatory pre-construction meeting to review all of the requirements prior to beginning construction. Date of the pre-construction meeting date, time and location will be identified following the receipt of bids.

MULTIPLE FUNDING SOURCE REQUIREMENTS: There are multiple funding source requirements. In the event of conflicting funder requirements, the more restrictive will apply.

1. SUBMISSION OF BIDS AND BID OPENING:

- A. Bids will be received by the **Joint Pacific Housing Authority (JPCHA)**, and will be opened and read at the time and place set forth in the Advertisement for Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.
- B. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids will be opened and publicly read after receipt of the Bids. Bids received by the JPCHA, after the times listed in Advertisement for Bids may not be considered. Time of receipt will be as determined by the time received in the Offices of JPCHA.

2. BIDDING DOCUMENTS:

- A. Bidding Documents include the Advertisement for Bids, Instructions to Bidders, Bid Form, Specific Dates, and the proposed Contract Documents, including any Addenda issued prior to receipt of bids. All requirements and obligations of the Bidding Documents are hereby incorporated by reference into the Contract Documents and are binding on the Successful Bidder upon award of the Contract.
- B. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for Bids in the number and for the price, if any, stated therein.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Architect shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner and Architect in making copies of the Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

- E. When geotechnical and environmental data is provided with the Project Manual, the Bidder shall assume responsibility for any conclusions it may draw from such data. The Owner does not warrant and specifically disclaims any responsibility for the interpretations by any Bidder of any such data or information.

3. DEFINITIONS:

A. THE BID:

The Bid is a complete and properly signed Proposal to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

B. BASE BID COMPONENT 1:

Base Bid Component 1 is the amount stated in the Bid Form for which the Bidder offers to perform that portion of the Work shown and described in the Bidding Documents as a lump sum bid, to which Work may be added or deducted for sums stated, if any. Provision of Trench Excavation Safety systems is not included in Base Bid Component 1

C. BASE BID COMPONENT 2:

Base Bid Component 2 is the amount stated in the Bid Form for which the Bidder offers to provide Trench Excavation Safety Systems in accordance with RCW 39.04

D. UNIT PRICE:

A Unit Price is used to adjust the contract sum if the corresponding change in the Work, as described in the Bidding Documents, is invoked by the Owner.

E. UNIT PRICE BID MODIFIER:

A Unit Price Bid Modifier is calculated by multiplying a unit price by a specified quantity.

F. BASE BID ANALYSIS AMOUNT

The Base Bid Analysis Amount is the sum total of the Base Bid and Unit Price Bid Modifiers.

G. ALTERNATES:

A Bid Alternate (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted by the Owner. Any or all Alternates may be accepted or rejected in any order.

The Owner reserves the right, but is not obligated, to reject any Bid on which all requested Alternates are not bid. If no change in the Base Bid is required for an Alternate, enter "No Change." If there is no entry, it will be presumed that the Bidder has made no offer to accomplish this Alternate. If it is not otherwise clear from the Bid or nature of the Alternate, it will be presumed that the amount listed for an Alternate is an add rather than a deduct.

4. QUALIFICATIONS OF BIDDERS:

- A. Before the Bid is considered for award, the Owner reserves the right to request the Bidder to complete within forty-eight (48) hours a bidder qualification form and/or a current financial statement prepared by a Certified Public Accountant. Bidder qualifications to be listed upon the qualification form will include as a minimum, a listing of Bidder's previous contracts of a nature similar with technical complexity, operations and size to that being bid upon; a listing of Bidder's staff to include managerial, technical, and laboring positions; the proposed Project Superintendent and Field Engineer, whom shall not be changed during the course of the project; summary of Bidder's plan and equipment available for use in the execution of the Contract; and the listing of the projects to which Bidder is currently obligated or anticipates being obligated during this Work.
 - i. The Owner reserves the right to reject the Bid of any Bidder who fails to furnish promptly and properly all the information called for as aforesaid when notified to do so, and in which case the Bidder's Bid Security will be forfeited.
- B. Bidder may be deemed to be unqualified to perform the Contract, if after review and verification with the representations included upon the qualification form submitted by the Bidder, any of the following conditions appear:
 - i. Bidder does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid.
 - a. Experience does not necessarily mean that the Bidder is an established Contractor in the exact technical area for which the

Bid is submitted. In addition to such established Contractors, newly established Contractors will be considered qualified if they have shown on the Bid qualification sheet form that they are staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bids are invited, that Bidder may adequately foresee and appreciate problems of such construction.

- ii. Bidder does not have sufficient capability to undertake the obligations of the Contract. A determination in this respect will be made when Owner, upon review of the probable cash flow needs of Bidder for this particular Contract (to include payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), determines that Bidder does not have sufficient financial resources to enable him to continue to satisfy its financial obligations under the Contract.
- iii. Bidder has submitted unrealistic unit prices as determined by other bidders or the cost consultant's unit prices for this project.
- iv. Bidder does not have sufficient staff, equipment, or plant available to perform the Contract. Owner's determination in this matter will be based upon that represented by bidder in its completion of the "Bidder Qualification" documents discussed above and any other information available to the Owner.
- v. Bidder has a history of unsatisfactory performance of contracts of this or similar nature, regardless of whether such contracts existed between Owner and the Bidder, or other parties and the Bidder.
 - a. A determination of this nature will not be made unless Owner, after review and verification of Bidder's previous work experience, determines that Bidder's unsatisfactory performance has resulted from Bidder's failure rather than a failure to perform by the other party. Owner will give Bidder an opportunity to explain such unsatisfactory performance before any final determination is reached.
 - b. In reaching any determination of this nature, Owner may consider statements of other parties regarding the prior unsatisfactory performance of contracts, as well as the representations of the Bidder on its "Bidder Qualification" form.
- c. Bidder's representations concerning its qualifications will be construed as a covenant under the Contract. Should it appear that Bidder has made a material

misrepresentation on its "Bidder Qualification" form, Owner shall have the right to terminate the Contract for Contractor's breach, and Owner may then pursue such remedies as exist elsewhere under this Contract, or as otherwise are provided at law or equity.

- D. Any determination that a Bidder is unqualified will be made by the Owner. Such determination will be made in writing and identify the reasons why the Bidder is deemed unqualified. A letter will be sent to the Bidder deemed unqualified, stating the reasons for such determination, and the Bidder's right to request a review of this determination by appeal to JPCHA.

5. BIDDER'S REPRESENTATIONS:

Each Bidder by submitting its Bid represents that:

- A. Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith; and Bidder agrees to be bound by the terms and requirements set forth in the Bidding and Contract Documents;
- B. Bidder has visited the site, has familiarized itself with the local conditions under which the Work is to be performed in accordance with Paragraph 11 herein, and has correlated its observations with the requirements of the proposed Contract Documents;
- C. Bidder Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception; and
- D. Bidder has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, plant, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and completion dates required by the Owner. The Bidder acknowledges and represents that it has made allowances for normal inclement weather indigenous to the Project Site, in its estimating, planning and scheduling of the Work. The Bidder further acknowledges that the Contract Documents are, in its opinion, appropriate and adequate for completing this project and for the construction of sound and suitable work. The Bidder hereby certifies that the Work shall be completed, in place, in full accordance with the Contract Documents, within the time limits specified.

6. APPRENTICESHIP REQUIREMENTS:

- A. In accordance with RCW 39.04.320, the State of Washington requires for all projects

estimated to cost one million dollars or more that fifteen percent (15%) of the labor hours be performed by apprentices. Bidders may contact the Department of Labor and Industries Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530, by phone 360-902-5320 and e-mail at apprentice@lni.wa.gov to obtain information on available apprenticeship programs.

7. PREPARATION AND SUBMITTAL OF BID FORM:

- A. Bids shall be submitted utilizing the Bid Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The requested total amounts shall be entered in words and figures in the space provided. Where applicable, the unit price of lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing or submitting the bid. A failure to comply with this requirement may be cause for disqualification of the Bid.

i. Bid Form – 00 22 00:

- a. At "FROM": Enter name and legal address of firm submitting Bid. Indicate and enter appropriate information regarding organization of bidder in spaces provided.

ii. Bid Form – 00 22 00:

- a. ITEM 1-A BASE BID COMPONENT 1 AMOUNT: Enter the total amount of the Bid in words and figures as a lump sum to perform all of the Work shown and described in the Bidding Documents.
- b. ITEM 1-B BASE BID COMPONENT 2 AMOUNT: Enter the total amount of the Bid in words and figures as a lump sum to perform all of the Work shown and described in the Bidding Documents.
- c. ITEM 1-C BASE BID MODIFIER ADDITIONAL REMOVAL OF SOIL: Enter the unit price amount in figures and total amount in words and figures.
- d. ITEM 1-D BASE BID MODIFIER ADDITIONAL IMPORTED STRUCTURAL FILL: Enter the unit price amount in figures and total amount in words and figures.

- e. ITEM 1-E BASE BID ANALYSIS AMOUNT: Enter the sum total amount in words and figures. The Base Bid Analysis Amount shall be determined by adding the Base Bid Component Amounts (Item 1-A and Item 1-B) plus the Base Bid Modifier Amounts (Items 1-C and 1-D).

- iii. Bid Form – 00 22 00:
 - a. Item 8: Enter addenda number and dates indicated thereon.

- iv. Bid Form – 00 22 00:
 - a. Item 18-1: Enter full legal name of the firm. Indicate type of business entity in subparagraph a, b or c.
 - b. Item 18-2: Insert Bidder's Washington State Contractor Registration Number.
 - c. Item 18-3: Insert Bidder's Washington State License Number.
 - d. Item 18-4: Fill in signature, name (typewritten or printed), title or position of principal signing the Bid, and date of signature and affix Corporate Seal along the right hand margin. Fill in address.

- v. Bid Form – 00 22 00:
 - a. Item 22: Insert Bidder's bank reference with name of bank, address and officer of bank and their respective telephonenumber.
 - b. Item 23: Enter submittal date; fill in full legal name of the firm, address of the firm, signature, name (typewritten or printed), title or position of principal signing the Bid and affix Corporate Seal along the margin.

- vi. Bid Form – 00 22 00:
 - a. The enclosed Form of Bid Bond is to be filled in completely, signed, sealed and notarized by both the Principal and the Surety with the appropriate Power(s) of Attorney attached.

- vii. Bid Form – 00 22 00:

- a. At "FROM": Enter name and legal address of firm submitting Bid. Indicate and enter appropriate information regarding organization of bidder in spaces provided.
 - b. Item 24: Enter the total amount of each alternate in words and figures as a lump sum. Circle whether the alternate item adds or deducts the lump sum from the contract amount.
- B. For lump sum Bids, in the event of a discrepancy between the Bid amount in writing and that in figures, the amount written in figures shall govern and the words shall be used to determine any ambiguities in the figures.
 - C. Bids shall not contain any restatement or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral, telegraphic, telephonic, faxed or e-mailed bids or modifications will be considered.
 - D. Bids shall be delivered to the Owner on or before the day and hour set for the receipt of bids, enclosed in a sealed envelope and bearing the title of the work, name of the Bidder and Bidder's Registration Number.

8. BID SECURITY (BID BOND):

- A. Each Bid must be accompanied by a Bidder's Bond on the Bid Bond Form provided herein or on a similar form which in every respect materially complies with said Bid Bond, in the amount of five percent (5%) of its Bid. For purposes of this provision, the amount of the Bid shall be the Base Bid without any amounts for alternates. The Bidders' Bond shall be issued by a Surety company licensed to conduct business in the State of Washington and be acceptable to the Owner. The Surety signing the Bidder's Bond shall be registered with the Washington State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Washington published by the office of the Insurance Commissioner.
- B. Said Bid security is given as a guarantee that the Bidder will enter into a Contract if awarded the Work and, in the case of refusal or failure to so enter into said Contract, the security shall be declared forfeited to the Owner. Such security shall be returned to all but the three (3) lowest Bidders within seven (7) days after the opening of the Bids and the remaining security will be returned within forty-eight (48) hours after the Owner and the successful Bidder have executed the Contract. If no Contract has been awarded or the Bidder has not been notified of the acceptance of its Bid, within sixty (60) days of the Bid opening, the Bidder may withdraw its Bid and request the return of its Bid security. If, at the Owner's request, the Bidder agrees to extend and maintain its Bid beyond the specified sixty

(60) days, its Bid security will not be returned until after the Owner and the Successful Bidder have executed the Contract.

9. UNIT PRICES:

- A. The Bidder shall include in the spaces provided on the Bid Form a Bid for each unit price. The unit price shall be entered in figures only.

10. LIQUIDATED DAMAGES:

- A. The successful Bidder, upon its failure or refusal to execute the Contract within ten (10) days after it has received Notice of Acceptance and Intent to Award, shall forfeit to the Owner the security deposited with its Bid, as liquidated damages for such failure or refusal.

11. SITE CONDITIONS AND CONDITIONS OF THE WORK:

- A. Each Bidder must acquaint itself thoroughly as to the character and nature of the Work to be done and the conditions under which the work will be performed. Each Bidder furthermore must make a careful examination of the site of the Work and inform itself fully as to the difficulties to be encountered in the performance of the Work, the facilities for delivering, storing and placing materials and equipment, existing and available services and utilities, environmental and access constraints, permit requirements and other conditions relating to construction and labor.
- B. No plea of ignorance of conditions that exist or may hereafter exist on the site of the Work, or difficulties that may be encountered in the execution of the Work, as a result of failures to make necessary investigations and examinations, will be accepted as an excuse for any failure or omission on the part of the Successful Bidder to fulfill in every detail all the requirements of the Contract Documents and to complete the Work for the consideration set forth therein, or as a basis for any claim whatsoever.
- C. Insofar as possible, the Successful Bidder, in carrying out its work, must employ such methods or means as will not cause interruption of or interference with the Work of the Owner or any separate Contractor.

12. BIDDER'S QUESTIONS, ADDENDA AND INTERPRETATIONS:

- A. Bidders and Sub-Bidders shall promptly notify the Owner through the Architect of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding and Contract Documents or of the site and local conditions. No interpretation of the meaning of the drawings, specifications or other Contract

Documents will be made to any Bidder orally.

- B. Every request for such interpretation shall be in writing addressed to the architecture firm of Tonkin Architecture, 2701 First Ave., Suite 520, Seattle, WA 98122, **Attention:** Tim Quinn, or sent via e-mail to Tim@TonkinArchitecture.com, and to be given consideration must be received by the Architect at least seven (7) days prior to the date fixed for the opening of the Bids.
- C. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Bidding Documents which, if issued, will be mailed to all prospective Bidders (to the respective addresses furnished for such purposes) not later than two (2) calendar days prior to the date fixed for the opening of the Bids. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under its Bid as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. If the Bidder (or any person bidding to Bidder and/or subsequently in contract with the Bidder, relating to the subject project) knows, or should have known, that an ambiguity, discrepancy, error, omission or conflicting statement exists in the Bidding or Contract Documents, said Bidder (or sub-bidder) has an obligation to seek a clarification thereof from the Architect prior to the Bid. The Owner will welcome such a clarification request, and, if deemed necessary by the Owner or the Architect, the Architect will issue a written addendum clarifying the matter in question. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
- E. Each Bidder shall ascertain prior to submitting its Bid that it has received all Addenda issued, and shall acknowledge receipt and inclusion in its Bid of all Addenda.

13. SECURITY FOR FAITHFUL PERFORMANCE:

- A. The Successful Bidder shall furnish a Performance and Labor and Materialmen's Payment Bond in an amount equal to one hundred percent (100%) of the Contract sum, as security for the faithful performance of this Contract and also as security for the payment of all persons performing labor and furnishing materials under this Contract. The Performance and Labor and Materialmen's Payment Bonds shall be acceptable to the Owner, in accordance with Chapter 39.08, RCW and Paragraph 11.4 of the General Conditions of the Contract for Construction, and shall be delivered to the Owner not later than the date of execution of the Contract. The Surety signing the Bond shall have an A.M. Best rating of A-/VII or

better, be registered with the Washington State Insurance Commissioner, and the Surety's name shall appear in the current Authorized Insurance Company list in the State of Washington published by the Office of the Insurance Commissioner. Each Surety's name must also appear on the United States Treasury Department's list of authorized sureties, circular 570, asamended. No Work shall commence at the project site until approved Bonds are received by the Owner.

14. TIME FOR COMPLETION AND LIQUIDATED DAMAGES FOR NON-COMPLETION:

- A. The time for completion of this Contract and liquidated damages for non-completion within the stipulated time shall be as fixed in the Owner-Contractor Agreement

15. LOCATION OF THE WORK:

- A. The site of the proposed work is on Owner owned property, public streets, easements and/or other right-of-ways, as shown on the drawings.

16. LIABILITY INSURANCE AND WORKMEN'S COMPENSATION:

- A. The Successful Bidder will be required to carry public liability and workmen's compensation and other insurance in the amounts and under the terms stipulated under the General Conditions. The Owner is required to provide Builder's Risk insurance as stated under the General Conditions. No Work shall commence at the project site until approved Certificates of Insurance are received by the Owner.

17. BIDDERS REFERRED TO LAWS:

- A. The attention of the Bidders is called to the provisions of all Local, State and Federal laws, regulations, ordinances and resolutions applicable to the work, as well as laws, regulations, ordinances, resolutions and permits relating to obstructing streets, maintaining signals, storing and handling of explosives, preserving safety or affecting the Bidder, or its employees or its work hereunder in its relation to the Owner or any other person. The Bidder shall obey all such laws, regulations, ordinances, permits or resolutions applicable to the Work or controlling or limiting Contractors while engaged in the prosecution of the Work under this Contract.
- B. The provisions of this Contract shall be interpreted in accordance with the laws of the State of Washington and in accordance with the laws, ordinances, regulations, permits and resolutions of Pacific County.

18. TAXES:

- A. Tax-Exempt Status: Joint Pacific County Housing Authority, a public corporation of the State of Washington created under the provisions of chapter 35.82 RCW, is exempt from all taxes and special assessments of the

city, county, the State of Washington, or any other political subdivisions of the State in accordance with the provisions of State law, RCW 35.82.210.

- B. The agency's sales tax exemption is further authorized in the Washington State Administrative Code (WAC), Title 458, for the State Department of Revenue. WAC Section 458-20-189 Paragraph (6) on Retail Sales Tax Exemptions states that retail sales tax does not apply to:
- (6)(a) "Sales to city or county housing authorities which were created under the provisions of the Washington housing authorities law, chapter 35.82 RCW. However, prime contractors and subcontractors for city or county housing authorities should refer to WAC 458-20-17001 (Government contracting – Construction, installations, or improvements to government real property) to determine their tax liability."

19. RIGHT TO REJECT BIDS:

- A. The Owner expressly reserves the right to reject any or all Bids, to waive any informalities or irregularities in the Bids received, and to accept that Bid which in its judgment, best serves the interest of the Owner.

20. MODIFICATION OR WITHDRAWAL OF BID:

- A. **BIDDING MISTAKES:** The Owner will not be obligated to consider notice of claimed bidding mistakes received more than three (3) business days after the bid opening. In accordance with Washington law, a low bidder that claims error and fails to enter into the Contract is prohibited from bidding on the Project if a subsequent call for bids is made for the Project.
- B. Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram, facsimile or e-mail; if by telegram, facsimile or e-mail written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.
- C. Withdrawn Bids may be resubmitted up to the time designated for the receipt of the Bids provided that they are then fully in conformance with these Instructions to Bidders.
- D. Bid security, if any is required, shall be in an amount sufficient for the Bid as modified or resubmitted.
- E. A decision denying withdraw of Bid herein shall be final and conclusive unless the

Bidder appeals the decision within two (2) days after receipt of the decision.

- F. If, upon appeal, it is determined that the decision refusing withdraw of the Bid was arbitrary or capricious, the sole relief shall be withdrawal of the Bid and return of the Bid security.

21. DETAILED BID BREAKDOWN:

- A. Upon notification from the Owner to the Bidder that it has submitted the apparent low, responsive Bid, the Bidder shall, within forty-eight (48) hours, provide a detailed breakdown of his Bid in a form acceptable to the Owner. The Bid breakdown will be used for an information submittal to the State of Washington - Office of the Superintendent of Public Instruction.
- B. In addition to the State agency submittal, the breakdown may be used by the Owner to verify accounting requirements, and to determine whether the Bidder has grossly misjudged the requirements of any area.
- C. The Bidder's failure to provide the requested detailed breakdown in the specified time may result in rejection of the Bid and forfeiture of the Bid Security at the sole discretion of the Owner.

22. AWARD OF CONTRACT:

Subject to the Owner's right to reject any and all Bids, the Contract will be awarded to the lowest, responsive and responsible Bidder, whose Bid is considered to be in the best interest of the Owner.

- A. The Lowest Bidder is determined by the sum of the Base Bid Analysis Amount plus any Alternates selected by the Owner.
- B. A Responsive Bidder shall mean a Bidder who has submitted a Bid which conforms, in all material respects, to the Bidding Documents and meets all Bid submittal requirements.
- C. A Responsible Bidder shall mean a Bidder who has the capability, in all respects, to perform fully the Contract requirements and the moral and business integrity and reliability which will assure good faith performance. The Bidder will be required to establish to the satisfaction of the Architect and the JPCHA the reliability and Responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents as well as qualifications set for in the Sections for the Project Manual pertaining to such proposed Subcontractor's respective trades. The Responsibility of the Bidder may be judged in part of the Responsibility of these proposed entities that determines responsibility, the

following criteria and proof requirements set forth in Section 00 21 13, Paragraph 4, Qualifications of Bidders, and as set forth in RCW 39.04.350 the lowest responsible bidder must:

- i. have a current state unified business identifier number;
 - ii. if applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
 - iii. have an employment security department number as required in Title 50 RCW;
 - iv. have a state excise tax registration number as required in Title 82 RCW;
 - v. not be disqualified from bidding on any public works contract under RCW 39.06.010 (unregistered or unlicensed contractors) or RCW 39.12.065(3) (prevailing wage violations);
 - vi. not have been found to be out of compliance by the Washington State apprenticeship and training council for certain apprenticeship requirements during the prior year; and
 - vii. not have violated requirements of RCW 39.04.370 for off-site, prefabricated, nonstandard, project specific items more than once as determined by the Department of Labor and Industries;
 - viii. have the ability, capacity, and skill to perform the contract;
 - ix. have the character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - x. demonstrate and confirm whether the Bidder can perform the contract within the time specified;
 - xi. demonstrate and confirm the quality of performance of previous contracts;
 - xii. demonstrate the previous and existing compliance by the Bidder with laws relating to the contract; and
 - xiii. provide such other information as may be secured having a bearing on the decision to award the contract.
- D. The purpose of the above is to enable the Owner in its opinion, to select the Bid which is in the best interest of the Owner. The ability of the low Bidder to

provide the required bonds will not of itself demonstrate responsibility of the Bidder.

- E. The Owner reserves the right to defer award of this Contract for a period of sixty (60) days after the due date of the Bids. During this period of time, the Bidder shall guarantee the prices quoted in its Bid.
- F. The Owner reserves the right to reject all bids and to rebid the Project for any reason deemed in its best interest. The Owner reserves the right to reject any bids and or waive informalities in connection therewith.
- G. The Contract will only become effective when signed by the Owner. Prior to the Owner's signature, any and all costs incurred shall be the sole responsibility of the Bidder.

23. SUBCONTRACTORS:

- A. All Subcontractors proposed for the Work must be acceptable to the Owner.
- B. The Owner reserves the right to request proposed Subcontractors complete qualification forms and/or current financial statements prepared by a Certified Public Accountant. These forms will be similar to those required of the Bidder under the Instructions to Bidders. The proposed Subcontractor's qualifications to be listed upon the qualification form will include as a minimum, a listing of the proposed Subcontractor's previous contracts of a nature similar with technical complexity, operations and size to that being bid upon; a listing of the proposed Subcontractor's staff to include managerial, technical, and laboring positions; the proposed Project Foreman; summary of the proposed Subcontractor's plan and equipment available for use in the execution of the Contract; and a listing of projects to which the proposed Subcontractor is currently obligated or anticipates being obligated during this Work.
 - i. The Owner reserves the right to reject any proposed Subcontractor who fails to furnish promptly and properly all the information called for as aforesaid when notified to do so.
- C. A Subcontractor may be deemed to be unqualified to perform the Contract, if after review and verification with the representations included upon the qualification form submitted by the proposed Subcontractor, any of the following conditions appear:

- i. Proposed Subcontractor does not have sufficient prior experience (or an acceptable substitute thereof, as described below) with projects of a similar nature in technical, managerial, and financial requirements to that in the present Contract being bid.
 - a. Experience does not necessarily mean that the proposed Subcontractor is an established Contractor in the exact technical area for which the Bid is submitted. Newly established Contractors will be considered qualified if they have shown on their qualification form that they are staffed with sufficient technical, managerial, and financial personnel with prior experience in the nature of construction for which the Bid is submitted, and can adequately foresee and appreciate problems of such construction.
- ii. Proposed Subcontractor does not have sufficient capability to undertake the obligations of the Contract. A determination in this respect will be made when Owner, upon review of the probable cash flow needs of the Subcontractor for this particular Contract (to include payroll, cost of material and supplies, equipment rental costs, and any other direct or incidental costs of the Contract), determines that Subcontractor does not have sufficient financial resources to enable him to continue to satisfy its financial obligations under the Contract.
- iii. Proposed Subcontractor has submitted unrealistic unit prices as determined by other bidders or the cost consultant's unit prices for this project.
- iv. Proposed Subcontractor does not have sufficient staff, equipment, or plant available to perform the Contract. Owner's determination in this matter will be based upon that represented by Subcontractor in its completion of the Qualification documents discussed above and any other information available to the Owner.
- v. Proposed Subcontractor has a history of unsatisfactory performance of contracts of this or similar nature.
 - a. A determination of this nature will not be made unless Owner, after review and verification of Subcontractor's previous work experience,

determines that Subcontractor's unsatisfactory performance has resulted from Subcontractor's failure rather than a failure to perform by the other party. Owner will give Subcontractor an opportunity to explain such unsatisfactory performance before any final determination is reached.

- b. In reaching any determination of this nature, Owner may consider statements of other parties regarding the prior unsatisfactory performance of the contract as well as the representations of the Subcontractor on its Qualification form.
- D. Any determination that a Subcontractor is unqualified will be made by the Owner. Such determination will be made in writing and identify the reasons why the Subcontractor is deemed unqualified. A letter will be sent to the Bidder, stating the reasons for such determination.
- E. Listing of Certain Subcontractors
- i. Procedure. The Bid form includes a requirement that certain Subcontractors be listed, and the list must be submitted to the Owner. The Bidder must name the Subcontractor with whom the Bidder, if awarded the Contract, will subcontract *directly* (i.e., not lower-tier Subcontractors) for performance of the work of:
 - a. HVAC (heating, ventilation and air conditioning),
 - b. plumbing as described in RCW 18.106,
 - c. electrical work as described in RCW 19.28, and
 - d. any other categories of Work listed on the Subcontractor listing form.

SELF-PERFORMANCE: If the Bidder intends to self-perform any of these categories of Work, it must name itself for each such category of Work.

IF NO SUBCONTRACTORS: If there is no work to be performed by a HVAC, plumbing, electrical, or other subcontractor category identified on the Bid form, the Bidder should insert "None" or "N/A" on the Bid form.

MULTIPLE ENTRIES: The Bidder shall not list more than one (1) entity for a particular category of Work identified, unless a Subcontractor varies with an Alternate Bid, in which case the Bidder shall identify the Subcontractor to be used for the Alternate and the affected portion of the Work and otherwise make its Bid clear as to which subcontractor shall be utilized depending upon the selection of alternates.

- ii. Failure to Submit. In accordance with RCW 39.30.060, failure of a Bidder to submit as part of the Bid the names of such proposed heating, ventilation and air conditioning, plumbing, and electrical Subcontractors or to name itself to perform such Work or the naming of two or more Subcontractors to perform the same Work shall render the Bidder's Bid nonresponsive and, therefore, void.
- iii. Requirement to Subcontract. The Bidder, if awarded the Contract, will subcontract with the listed Subcontractor for performance of the portion of the Work designated on the Form of Proposal, subject to the provisions of the Contract for Construction and RCW 39.30.060. The Bidder shall not substitute a listed Subcontractor in furtherance of bid shopping or bid peddling.
- iv. Replacement. If a listed Subcontractor is unable to comply with any qualifications or other requirements of the Contract or Bidding Documents (including without limitation a finding of Subcontractor Non-Responsibility), the Owner may require the Bidder to replace the Subcontractor with a Subcontractor acceptable to the Owner at no change in the Contract Sum or Contract Time.

24. PREVAILING WAGE RATES:

- A. Refer to Section 00 73 03 – Davis Bacon Wage Rates and Section 00 73 04 –State Prevailing Wage Rates, for minimum wage rate and reporting requirements. Contractors, subcontractors and sub-tier subcontractors are required to pay no less than the higher of **Davis Bacon Federal Wages - Residential Building category for Pacific County**, and **State of Washington L&I Prevailing Commercial wage rates** to their workers.

25. INSPECTION AND LABORATORY TESTING:

- A. Inspection and Laboratory Testing shall be provided as called for in the General

Requirements and Technical Specifications by a Testing Consultant to be retained by the Owner.

26. PROGRESS PAYMENTS and RETAINAGE:

- A. Monthly progress payments will be paid pursuant to the General Conditions.
- B. The Owner will retain funds from progress payments as described in the General Conditions of the Contract for Construction, in the amount of ten percent (10%) of the amount of all Progress Payments until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the project before such time. This retainage shall be released as provided in the General Conditions and by statute.

27. SPECIFIC DATES AND SCHEDULE:

- A. A listing of Milestones is included in the Bidding Documents. Each Bidder shall submit with its Bid the list of milestones, in its original form, and will, in so doing, attest that the Bidder intends to complete the Work and other aspects of the Project within these milestone dates. The end dates, i.e., dates of Substantial Completion and Final Completion, as well as other Specific Dates noted, may not be changed for the submitted Bid.
- B. Within ten (10) calendar days after issuance of Notice to Proceed, the Contractor shall deliver to the Owner, with a copy to the Architect, a Construction Progress Schedule. The Schedule shall be, in form and content, acceptable to the Owner.
- C. The Bidder's attention is called to Division 00, Section 00 20 00 of the Specifications entitled "Bid Form" for milestone dates.

28. SUBSTITUTIONS:

- A. The attention of potential bidders and other interested parties is called to the conditions set forth in Division 01, Section 01 20 00 of the Specifications entitled "Substitutions and Product Options" regarding approval of product options for substitutions.

29. BID RESULTS:

- A. After the Bid Opening, Bidders may obtain bid results from the JPCHA by emailing: tim@tonkinarchitecture.com

30. BID PROTEST PROCEDURES:

- A. Procedure. A Bidder protesting for any reason the Bidding Documents, a bidding procedure, the Owner's objection to the Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-responsibility, the award of the Contract or any other aspect arising from or relating in any way to the bidding shall cause a written protest to be filed with the Owner within two (2) business days of the event giving rise to the protest and, in any event, no later than two (2) business days after the date upon which Bids are opened. (Intermediate Saturdays, Sundays, and legal holidays are not counted.) The written protest shall include the name of the protesting Bidder, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, and the specific relief requested. The written protest shall be delivered to:

Joint Pacific County Housing Authority
820 11th Avenue
Longview, WA 98632
Attention: "Katie Bonus, re: Willapa Center Bid"

- B. Consideration. Upon receipt of the written protest, the Owner will consider the protest. The Owner may, within three (3) business days of the Owner's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Owner, the Superintendent of the Owner or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Owner's receipt of the protest. (If more than one (1) protest is filed, the Owner's decision will be provided within six (6) business days of the Owner's receipt of the last protest.) If no reply is received from the Owner during the six (6) business-day period, the protest shall be deemed rejected.
- C. Waiver. Failure to comply with these protest procedures will render a protest waived.
- D. Condition precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

***** END OF INSTRUCTIONS TO BIDDERS SECTION *****