

GOOD SHEPHERD CENTER VOLUNTARY SEISMIC RETROFIT - PHASE 1

SECTION 00 2100

INSTRUCTIONS TO BIDDERS

These INSTRUCTIONS TO BIDDERS set forth the procedures and requirements for bidding on the Project.

1. IDENTITY OF OWNER

A. The Owner is Historic Seattle.

2. IDENTITY OF ARCHITECT

The Architect for this project is BuildingWork. Elise Novak is the contact for the Architect. The Architect's address and telephone number is:

BuildingWork
159 Western Avenue West
Suite 486
Seattle, WA 98119
206-775-8668

3. BID DOCUMENTS

- A. Bid documents including Supplemental Bidder Criteria may be obtained via www.bxwa.com and the Daily Journal of Commerce Plan Room. Call 206-734-7551 if unable to access bid documents online.
- B. All of the Bid Documents are identified in Table of Contents set forth in the beginning of this Bid Package. Bidder is expected to verify that the Bid Package received by it contains all of the Bid Documents identified in the Table of Contents.
- C. Bidder shall carefully study and compare the Bid Documents with each other, and with other work being bid that concurrently or presently under construction to the extent that it relates to the Work for which the bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.

4. PRE-BID CONFERENCE

- A. **A pre-bid conference will be held for this project on March 12, 2024 at 10:00 am** in Room 202 at the Good Shepherd Center, 4649 Sunnyside Avenue North, Seattle. Each Bidder is encouraged to attend this conference. In general, each bidder is expected to take steps reasonably necessary to ascertain the nature and location of the Work, and to investigate and satisfied itself as to the general and local conditions which can affect the Work or its cost.

5. BID CLARIFICATIONS

- A. Should bidder find discrepancies or omissions in the any of the Bid Documents, including without limitation the Drawings or Specifications, or should bidder be in doubt as to their meaning, bidder shall at once notify the Owner in writing. If appropriate, Owner will send written instructions to all bidders by addenda. Questions received less than 5 days before the time of bid opening may not be answered.

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- B. All inquiries regarding the Bid Documents or the Project should be either submitted to Owner in writing or made orally at the pre-bid conference. Except at pre-bid conference, Owner and Architect will not respond to any oral inquiries from bidders.

6. ADDENDA

- A. Addenda will be mailed, emailed, or delivered to all who are known by the issuing office to have received a Bid Package.
- B. Copies of addenda will be made available for inspection wherever a Bid Package is on file for that purpose.
- C. No addenda will be issued later than four days prior to the date for receipt of bids except an addendum withdrawing the Advertisement for Bids or one which includes postponement of the Bid Submittal Deadline.
- D. Bidder shall ascertain prior to submitting a bid that the bidder has received all addenda issued, and bidder shall acknowledge its receipt of all of the addenda in its bid.
- E. All addenda issued shall be incorporated into these Bid Documents.

7. SPECIFIED PRODUCTS

- A. Bids must be based upon use of items named in the specifications, or approved equals or substitutions. In certain cases, specific items have been named because of operational or maintenance considerations; approval of equals or substitutions should not be assumed.
- B. Provide new products unless specifically required or permitted by the Contract Documents. Since FEMA grant funds are underwriting a portion of this project, all products including, but not limited to, iron, steel, manufactured products, and construction materials shall be domestically sourced per "Buy America" preferences under the Build America, Buy America Act (BABAA). This is part of FEMA's "Buy America Preference in FEMA Financial Assistance Programs for Infrastructure, FEMA Interim Policy #207-22-0001.
- C. Requests for approval of equals or substitutions must be made in writing and received by the Architect at least 10 days prior to the date of bid opening. Said request must include complete descriptions, technical data, and performance records. Any approval of the proposed equal or substitution will be made by addendum issued to all bidders.

8. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

- A. The name, address, and Contractor's license number of bidder shall be typed or printed on its bid in the space provided. The name must match the name on the bid guarantee.
- B. Bids must be (1) submitted on the forms furnished by Owner or on copies of those forms, and (2) manually signed in ink. The person signing the bid must initial each page.
- C. Bidder shall submit its bid in the format provided in the Bid Form. Only the amounts and information asked for in the Bid Form furnished will be considered as the bid. All blank spaces must be filled in.

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- D. Bidder shall bid upon all alternates indicated in the Bid Form. When bidding on alternates for which there is no charge, bidder shall write the words "No Charge" in the space provided on the Bid Form. If a bidder fails to bid an alternate, it will be construed as meaning that there will be no change in the Contract Sum and that the alternate is included in the Contract Sum. Alternate bids will not be considered unless requested in the Bid Form.
 - E. Bidder shall include in its bid all unit prices, if any, provided in the Bid Forms.
 - F. Bidder shall include in its bid all allowances, if any, provided in the Bid Forms. Owner will pay the difference if the actual cost exceeds the allowance.
 - G. Bidder shall acknowledge receipt of all addenda by identifying the addendum number in the space provided in the Bid Form.
 - H. Bidder's attention is directed towards the Bid Submittal and Contract Award Checklist in the Bid Packages which includes a checklist of items to be completed and submitted by bidder with its bid.
9. **BID GUARANTEE**
- A. Not applicable.
10. **BIDDER'S SITE INVESTIGATION AND ACKNOWLEDGMENT OF CONDITIONS AFFECTING THE WORK**
- By submitting its bid, the bidder acknowledges and certifies the following:
- A. Bidder has fully familiarized itself with all terms and conditions of the Bid Documents and is prepared to execute the construction contract in the form specified herein, without any modifications or qualifications thereto, in the event it is determined to be the successful bidder.
 - B. Bidder has satisfied itself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of these Contract Documents.
 - C. Adjoining areas will continue conducting normal operations during bidder's performance of the work, and bidder has anticipated pedestrian and traffic congestion, limited parking, site logistics and the requirement that the work be coordinated with ongoing operations.
 - D. Bidder's bid is based upon a schedule and assumptions which incorporate these conditions.
 - E. Owner is assuming no responsibility for any conclusions or interpretations made by bidder based on the information made available by Owner.
11. **SUBMISSION OF BIDS**
- A. To receive consideration, Bidder must submit its Bid to Owner by no later than the Bid Submittal Deadline specified in the Advertisement for Bids.

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- B. Bids and bid modifications shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the advertisement for bids and (2) clearly marked to show the project title, bid opening date and time, and the name and address of bidder. Bids submitted by mail must be delivered and received by the Owner on or before 5:00 P.M. on the last business day immediately preceding the bid submission deadline.
- C. Receipt of bids and bid modifications by telegraph, facsimile, telephone, or orally will not be considered.

12. BIDDER/SUBCONTRACTOR LIST

- A. In compliance with RCW 39.30.060, for any public works contract estimated to cost one million dollars or more, each bidder shall complete and submit the Bidder/Subcontractor List form, Section 00 4336, naming those Subcontractors with whom the bidder, if awarded the Contract, will subcontract for performance of the Work of heating, ventilation and air conditioning; plumbing; and electrical, or to name itself for the Work. The bidder may list no more than one Subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, additives, or deductives, in which case the bidder must indicate on a separate Bidder/Subcontractor List which Subcontractor will be used for which alternate, additive, or deductive. Failure of the bidder to complete and submit the Bidder/Subcontractor List(s) as required shall render the bidder's bid non-responsive and, therefore, void.
- B. Section 00 4336, the Bidder/Subcontractor List, must be submitted with the bid. Failure of the prime contract bidder to submit as part of the bid the names of such 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 prime contract bidder's bid nonresponsive and, therefore, void.
- C. No changes shall be made to any Bidder/Subcontractor List following bid submittal.

13. WITHDRAWAL OR MODIFICATION OF BIDS

- A. Bidder may withdraw its bid by submitting to Owner a written request before the Bid Submittal Deadline. If a request for withdrawal of bid is timely received, Owner will promptly return the bid unopened after the Bid Submittal Deadline.
- B. Bids may be modified if such modifications are submitted in writing and received before Bid Submittal Deadline.

14. LATE SUBMISSIONS

- A. Mailed bids will not be considered unless received on or before 5:00PM. on the last business day immediately preceding the Bid Submittal Deadline. Hand-delivered carried bids will not be considered after the Bid Submittal Deadline.
- B. Any bid modification or request to withdraw a bid which is received by Owner after the Bid Submittal Deadline will not be considered.
- C. The only acceptable evidence to establish the time of receipt at the office designated in the Advertisement For Bids is the time/date stamped or printed by Owner on the bid wrapper or other documentary evidence of receipt maintained by Owner.

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14. BID OPENING

Unless stated otherwise in the Advertisements For Bids, the properly identified bids received on time will be opened publicly and will be read aloud by Owner's representative. The time and place of opening will be as specified in the Advertisement For Bids. Bidders and other interested persons may be present.

15. BID EVALUATION FOR RESPONSIVENESS AND LOWEST PRICE

- A. Owner will review each bid timely received to determine whether the bid is responsive and to determine which bid is the lowest responsive bid.
- B. Bids which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the Bid Form, or which are not in conformity with the law or with these Instructions, shall be rejected as non-responsive if the irregularity is material and may be rejected as non-responsive if the irregularity is not material.
- C. Owner reserves the right to waive any informalities or nonmaterial irregularities in the bids received.
- D. Owner may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed or materials to be supplied. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- E. If the bid includes a supplemental schedule of unit prices for labor and materials, or other items for the purpose of establishing a cost basis for unforeseen contract changes, Owner reserves the right to reject, without impairing the balance of the proposal, any or all such predetermined unit prices.

16. EVALUATION OF BIDDER RESPONSIBILITY

- A. It is the intent of Owner to award a contract to the responsible bidder with the lowest responsive bid.
- B. In determining the responsibility of bidder, Owner may also consider the responsibility of any major subcontractors that were listed in the Bid Form as performing a major category of work.
- C. Within five (5) days of Owner's written request, bidder shall submit such information about itself or its major subcontractors as determined to be reasonably necessary by Owner to evaluate the responsibility of the bidder or its major subcontractors.
- D. Owner may require bidder to participate in an interview conducted by Owner to assist Owner in determining if bidder is a responsible bidder.
- E. As provided in RCW 39.04, a bidder must meet the following responsibility criteria:
 - 1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
 - 2. Have a current Washington Unified Business Identifier (UBI) number;
 - 3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

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- b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
- 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 5. For public works projects subject to the apprenticeship utilization requirements of RCW 3.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the first date of advertising for the project.
- F. As required by RCW 39.06.020, bidders must verify responsibility criteria for each first tier Subcontractor. A Subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include confirming that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria including possession of an electrical Contractor's license if required by RCW 19.28, and an elevator Contractor's license if required by RCW 70.87.
- G. In addition to the bidder responsibility criteria above, the bidder must also meet the relevant supplemental bidder responsibility criteria applicable to the project. The Owner has established supplemental responsible bidder criteria for this contract. The requirements are documented in Section 00 4500 - SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA.
- H. If Owner finds a bidder to be not responsible, Owner will provide, in writing, the reasons for the determination. The bidder may appeal the determination by following the process described in Paragraph 17 of this Section. If the final determination affirms the finding that the bidder is not responsible, Owner will not execute a contract with any other bidder until two (2) business days after the final determination is sent by Owner to the bidder determined to be not responsible.

17. PROTEST AND APPEAL PROCEDURES

- A. Definitions. As used in this provision: "Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.
- B. Protests shall be served on the Owner by obtaining written and dated acknowledgement from
David McClain, Director of Real Estate
Historic Seattle
 - 1. Any protest against the award of a contract based on an Invitation to Bid must be received by the Owner no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered. Owner shall not execute a contract "with anyone other than the protesting bidder without first providing at least two full business days' written notice" of Owner's "intent to execute a contract for the project."
 - 2. Any appeal of a decision by Owner to reject a bid submitted in response to an Invitation to Bid must be received by the Owner within two business days after being notified in writing of Owner's decision, or the appeal will not be considered.

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18. NOTICE OF AWARD OF CONTRACT

- A. Provided Owner has not decided to reject all bids, once Owner has identified which bidder, if any, is the responsible bidder with the lowest responsive bid, Owner shall deliver to such successful bidder a notice of award of contract together with a construction contract for execution by bidder.
- B. If Owner does not deliver a notice of award of contract to bidder within forty-five (45) days of the Bid Submittal Deadline, bidder shall no longer be bound by its bid.

19. FORM OF CONTRACT

The construction contract to be executed by Owner and the successful bidder shall consist of (i) the AIA A101 Standard Form of Agreement between Owner and Contractor Where The Contract Sum is A Stipulated Sum (2017 ed.), (ii) the Inserts and Modifications to the Standard Form of Agreement included in the Bid Package, (iii) the General Conditions included in the Bid Package, (iv) the Supplemental General Conditions included in the Bid Package, (v) Clarifications to General Conditions, and (vi) Special Conditions, if any.

20. PREVAILING WAGES

This project is subject to State of Washington Prevailing Wage Law applicable to King County at rate in effect as of the Owner's publication of the public advertisement for bids.

21. MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with RCW 39.04.320 the State of Washington requires 15% apprenticeship participation for projects estimated to cost one million dollars or more. This provision applies to this contract.

22. WOMEN AND MINORITY BUSINESS ENTERPRISES (WMBE) PARTICIPATION

The Owner's aspirational goal for WMBE utilization for this Project mirrors the City of Seattle's citywide 2023 goal of 22%. As part of the Community Participation Plan to be submitted with the Bid or as otherwise specified, the Bidder shall document its plans for how it intends to solicit the participation of, and encourage the utilization of Small, Minority and Women Business Enterprises (hereinafter "WMBEs") on the Project. Contractors are encouraged to take all necessary affirmative steps to increase opportunities for women and minority business enterprises (WMBEs). Such efforts shall include, but are not limited to:

- A. Encouraging these firm's participation through a direct solicitation or bids or proposals whenever they are potential sources;
- B. Advertising in minority and women's publications;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Encouraging subcontractors to subcontract with qualified WMBEs;
- E. Using the services and assistance of the U.S. Small Business Administration (SBA), the Northwest Minority Business Council (NMBC), Tukwila: (206) 575-7748 <http://www.nmbc.biz/home/>, and the Minority Business Development Agency of the Department of Commerce.

24. ADDITIONAL SUBMITTALS FOLLOWING NOTICE OF AWARD OF CONTRACT

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Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to the Owner:

- A. A designation of the Work to be performed with bidder's own forces;
- B. Names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- C. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- D. A copy of Contractor's insurance policy with the Owner named as an "Additional Insured".
- E. Contractor Performance Bond and Labor and Material Payment Bond per Section 00 6100.

25. CONTRACT EXECUTION

Bidder shall submit the executed construction contract, required insurance certificates and bonds within 10 days after receipt of the construction contract form by bidder. If the successful bidder, upon acceptance of its bid by Owner within the period specified for acceptance, fails to execute the construction contract, furnish the payment and performance bond or provide proof of insurance as required within the time specified, Owner may reject the bid. In such case, the bid guarantee of such bidder may be retained by Owner as liquidated damages, and not as a penalty.

26. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

The successful bidder shall furnish bond covering the faithful performance of the construction contract and payment of all obligations arising thereunder. The bonds shall be issued by a corporate surety who must appear on the Department of Treasury's most recent federal register, fiscal service department circular 570, must be rated A or better in Best's most recent property-casualty key rating guide, and must be licensed to business in the state of Washington. In the event that the surety selected by the successful bidder fails to meet these requirements or becomes insolvent at any time during the successful bidder's performance of work, the Owner may, in its sole discretion, require the successful bidder to obtain, at the successful bidder's sole cost and expense, a new payment and performance bond from a different surety who satisfies these requirements.

27. PRECONSTRUCTION CONFERENCE

After award of a construction contract and prior to the start of work, the successful bidder will attend a pre-construction conference with representatives of the Owner, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the construction contract (e.g., Equal Employment Opportunity, Labor Standards). The Owner will provide the successful bidder with the date, time, and place of the conference.

28. MISCELLANEOUS

- A. Owner reserves the right to reject all bids for any reason.
- B. Owner reserves the right at any time prior to opening of the bids to modify or amend these Instructions to Bidder, any of the other Bid Documents or any other related documents.

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- C. Until the construction contract is fully executed, if any conflict arises between the terms and conditions of these Instructions to Bidder and the terms and conditions of any other bid documents (other than Addenda), these Instructions to Bidder shall govern.
- D. Once the construction contract is fully executed, if any conflict arises between the terms and conditions of the construction contract and the terms and conditions of any other Bid Document, the construction contract shall govern.
- E. The Contractor shall achieve Substantial Completion of the entire scope of work not later than one hundred and eighty (180) calendar days from the Date of Commencement established by the Notice to Proceed. A liquidated damages clause is incorporated into the proposed Contract Agreement. **All work within the South Annex shall be performed between June 24, 2024 through August 12, 2024.** It will be at the Contractor's discretion to perform work in the Main Building simultaneous to the work in the South Annex or the Contractor may commence work in the Main Building upon completion of the South Annex.

END OF INSTRUCTIONS TO BIDDERS