



SHADOW LAKE ELEMENTARY SCHOOL IMPROVEMENTS

Instructions to Bidders

Abbott Construction, Inc. is requesting bids for the scopes of work listed below. The bid documents are available per the following file sharing link. <https://abbottportal.exavault.com/share/view/1dx5j-afdugc4r>

The General Contractor Construction Manager – General Provisions as described herein are provided in addition to Special and/or Supplemental Conditions, Federal or State Requirements or other documents as may be identified, either in full or by reference, and shall not relieve that Subcontractor from the obligations of compliance with all Contract Documents.

1. **DEFINITIONS:**

- A. OWNER – Any reference to Tahoma School District No. 409
- B. OWNER’S REPRESENTATIVE – Any reference to OAC Services Inc.
- C. ARCHITECT / CONSULTANTS – Any reference to BCRA Architecture, Architect or Engineers
- D. GCCM – Any reference to Abbott Construction Inc.
 - a. Refers to Abbott Construction Inc. or authorized representative thereof, who is under contract to and empowered by the Owner to act on its behalf with respect to the proper execution of the work and administration of this project in accordance with the Contract Documents.
 - b. The GCCM shall give instructions to Subcontractors or require corrective measures, as necessary, to insure the proper execution of the Contract, or in protecting the interests of the Owner.
 - c. The GCCM is the representative of the Owner and will be the conveyor for all communication between the Owner, the Architect and Consultants, and Subcontractors throughout the duration of the project.
 - d. The GCCM shall supervise, coordinate and provide general direction of the work to be performed for the duration, through project completion, and shall ensure that all material and all phases are performed in strict compliance with the entirety of the Contract Documents and the respective Bid Packages. The GCCM’s Management shall not assume responsibility or otherwise dictate means and methods to Subcontractors only to the extent that promotes compliance with the Subcontractors approved CPM schedule in support of the Master CPM schedule.
 - e. It shall be neither implied or interpreted that the roles or responsibilities of the GCCM or their appointed representatives: 1) relieve the Subcontractor, either in full or in part, of the responsibility for diligent performance of the work as specified under the terms of the Contract Documents, and/or, the executed Contract agreement, and 2) assume the responsibilities of the Subcontractor and/or its lower tier Subcontractors for the performance, means and methods, acts, errors and/or, omissions, which can be described as negligent and/or deficient performance under the terms of the Contract Documents.

- E. SUBCONTRACTOR: The term “Subcontractor” shall refer to the entity under subcontract to the GCCM for this bid package. All other locations, wherever the term “Contractor”, “GC”, “General Contractor”, “by GC” and/or “Subcontractor” is identified in the Drawings / Specified or other referenced document, it shall be understood and agree that the word “Subcontractor” shall be applicable. The Subcontractor being the entity under subcontract to the GCCM for this bid package
- F. SUB TIER SUBCONTRACTOR: Refers to any Lower Tier Subcontractor under contract to a specific Subcontractor. The Subcontractor below the Bid Package Holder (Subcontractor) / Bidder is a second-tier subcontractor. Sub Tier Subcontractors shall provide bids directly to a Subcontractor for work of interest under the scope of a Bid Package, and shall be both subordinate to, and be responsible to the Subcontractor throughout the project. It is understood that the Sub Tier Subcontractor shall be subject to all requirements and limitations specified under the Contract Documents to the same extent that the Subcontractor and GCCM are also responsible to the Owner under the Contract Documents (Main Contract).
- G. AUTHORITY HAVING JURISDICTION (AHJ): Is the cognizant authority over a specific area or evolution of the construction process to include, but not be limited to the: Owner, Architect/Engineer, duly appointed State, City, and/or County representatives, retained testing agencies or municipal inspectors, and other consultants contracted to provide services on this project.
- H. CONTRACT DOCUMENTS: Shall apply to any and all references to “documents” or “contract documents”. Any one reference to any of the documents referenced under this section shall be interpreted as a reference to all. All Subcontractors shall be held accountable for compliance with these documents in their entirety.

2. PROJECT DESCRIPTION

Shadow Lake Elementary School is located at 22620 Sweeney Rd SE, Maple Valley, WA 98038

The Shadow Lake Elementary School Improvements Project is to improve the current School and will include reconfiguration of new kindergarten classrooms along with rework of the library and administration areas within Building 400. This reconfiguration will result in revisions to the existing fire sprinkler, plumbing, HVAC and electrical, lighting and low voltage systems. There will be fire alarm, security and flooring replacements along with some minor finishes upgrades in Buildings 100 (A), 200 (B) 300 (C) & E (500). There will also be some sitework improvements at pedestrian areas and the new main entry along with select exterior painting and signage. All this work will be undertaken during the school’s summer break per the project schedule noted as Addendum C.

3. **BID PACKAGES: Due 2/14/19 (Note specific times each scope of work is due by)**

The times listed below are the final due dates and the period in which the bid packages for each scope of work will be publicly read. Presence for bid openings is not required and is not a condition of a complete qualifying bid. Final results will be posted following full validation of all the bids.

Subcontract bidders shall be required to perform all Specification Divisions 00, 01, 02 1700 and 02 1725 requirements applicable to their bid packages unless otherwise noted.

***Note Addendum F “Scope Specific Pricing & Clarifications”**

- 02 4119 Demolition, Sawcutting/Removal: Due 9:00am
- 03 3000, 03 3001, 03 3002 Concrete: Due 9:10am
- 04 2100 Brick Veneer: Due 9:20am
- 05 1200 Structural Steel Fabrication: Due 9:30am
- 05 1200 Structural Steel Erection: Due 9:40am
- 06 1000 Weather Resistive Barrier (WRB): Due 9:50am

- 06 1000, ~~06 1800~~ Carpentry, Wood Framing, Fasteners: Due 10:00am
- 07 2100 Building Insulation: Due 10:10am
- 07 4649 Fiber Cement Siding: Due 10:20am
- 07 9000 Joint Sealers: Due 10:30am
- 08 1100, 08 1400, 08 3100, 08 7100 Supply Doors, Frames, Hardware: Due 10:40am
- 08 1100, 08 1400, 08 3100, 08 7100 Install Doors, Frames, Hardware: Due 10:50am
- 08 4113, 08 8000 Storefronts, Glazing: Due 11:00am
- 09 2226, 09 2900 GWB: Due 11:10am
- 09 3000 Tile: Due 11:20am
- 09 5100 Acoustical Ceilings: Due 11:30am
- 09 6500, 096800 Resilient Flooring, Carpet: Due 11:40am
- 09 7200, 09 9000 Wall Coverings, Paint: Due 11:50am

- 10 1100, 10 2600, 10 2800, 10 4400, 12 2000
Visual Display Boards, Corner Guards, Chair Rail, Toilet / Miscellaneous Accessories, Fire Extinguishers, Cabinets, Window Treatment: Due: 12:30pm
- 10 1400, 10 1413 Interior Exterior Signage: Due 12:40pm
- 12 3200 Casework: Due 12:50pm

- 21 0010, 21 0517, 21 0518, 21 1300, 23 0010
Fire Sprinkler (Subcontractor responsible for design & permit): Due 1:00pm
- 22 0010, 22 0517, 22 0518, 22 0523, 22 0529, 22 0548, 22 0549, 22 0553, 22 0593, 22 0719, 22 1116, 22 1119, 22 1316, 22 1319, 22 2000, 22 4000, 23 0010
Plumbing: Due 1:10pm
- 23 0010, 23 0513, 23 0517, 23 0518, 23 0529, 23 0548, 23 0553, 23 0593, 23 0700, 23 0800, 23 0900, 23 0993, 23 2113, 23 3113, 23 3300, 23 3423, 23 3600, 23 3713, 23 4100
HVAC: Due 1:20pm
- 26 0000, 26 0005, 26 0010, 26 0519, 26 0526, 26 0532, 260533, 26 0534, 26 0923, 26 2419, 26 2726, 26 2813, 26 2816, 26 5000,
Electrical (Conduit & in wall pull strings for all cabling related to divisions 27 Communications & 28 Electronic Safety & Security): Due 1:30pm
- 27 0000, 27 0528, 27 2000
Communications (Conduit & in wall pull string pathways by Electrical Subcontractor) : Due 1:40pm
- 28 1300, 28 1600, 28 2300 Electronic Safety & Security: Due 1:50pm
- 28 3100
Fire Alarm (Subcontractor responsible for design & permit): Due 2:00pm
- 31 1000, 32 1313
Site Clearing & Exterior Concrete Pavement (New Entry Sidewalk): Due 2:10pm
- Final Clean: Due 2:20pm

4. RECEIPT OF BID PROPOSALS

Sealed bid proposals will be received from subcontractors for each individual scope of work as described per the date and times stated above.

No oral, telephonic, telegraphic, or faxed bids will be considered.

Quotations for these Bid Packages shall be submitted in one submittal in accordance with the following: The sealed bid shall consist of the Base Bid and alternates as defined on the Bid Form and shall be received no later than the Bid Time. The quotations will be time stamped by Abbott Construction and held (unopened) until the designated bid opening time.

Abbott Construction will publicly open the bids at the bid opening time designated above.

In lieu of hand delivering, quotations for Bid Packages may be mailed to the below address.

In the event that the GCCM is bidding a scope of work, the Owner shall manage the Bid Opening for that specific scope of work. Bidders shall submit their quotations together with all required bid information and Bid Bond in sealed envelopes marked as follows.

The owner reserves the right to award multiple scopes of work to a qualified single subcontractor who bid on each scope of work where the sum of the scopes of work combined are lower than the sum of the next lowest qualified bidders scopes of work.

**PROJECT: Tahoma School District No. 409
Shadow Lake Elementary School Improvements**

(Only one bid package scope per envelope)

**GCCM: Abbott Construction
Seattle, WA**

**BID LOCATION: Tahoma School District Boardroom
25720 Maple Valley-Black Diamond RD SE
Maple Valley, WA 98038**

5. BID BOND

A bid bond should be made payable to Abbott Construction when a bid is over \$300,000. The bid bond amount shall be 5% of the base bid amount. The bid bond shall accompany the Bid Form of each quotation as evidence of good faith and as a guarantee that if awarded the subcontract, the bidder will execute the subcontract and provide bonds as required by the bidding documents. Should the successful bidder fail to enter into a subcontract or furnish satisfactory Payment & Performance Bonds within seven (7) days after receiving from the General Contractor/Construction Manager or Owner properly prepared subcontract forms; the bid bond shall be forfeited.

6. FILLING OUT THE BID FORM

Part I, II, III, IV and V shall be completely filled out. The Bid Forms are to be submitted unaccompanied by the Bid Documents and not submitted bound into the Bid Documents. All blank spaces in the bid forms shall be properly filled in. Bidders shall respond to all alternates and/or unit prices with either an additive price, deductive price or "no change in price". Bidders that judge that a particular alternate or unit price does not affect their price shall also respond with "no change in price". Failure to respond to all bid items in accordance with the above may be cause to reject a quotation as non-responsive. If the quotation is made by a partnership or joint venture, it shall be so stated and it shall contain the names of each partner or co-venture and shall be signed in the firm name(s), followed by the written signature of the partners. Quotations submitted by a Joint Venture shall include, attached to the bid form, a copy of the fully executed Joint Venture Agreements. If the proposal is made by a corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer authorized to sign for the Corporation, and the

printed or typewritten designation of the office and the officer's title. The address of the bidder shall be typed or printed on the bid form in the space provided.

Except as otherwise provided herein, quotations which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, exceptions or items not called for in the quotation, or which are not in conformity to the law, may be rejected as non-responsive. The advertisement invites bids on definite plans, specifications and scope of work as defined in the bid package. Only the amounts and information asked for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as described in the bid package and as provided in the bid form.

7. UNIT COSTS

The unit cost information will be used in the event of change order work requiring these specific work items. The unit prices will also be used to evaluate the bids based on the quantities listed.

Note: the unit costs shall include all fees and markups.

8. ACKNOWLEDGING ADDENDA

Addendum A: J.R. Abbott Construction, Inc. Subcontract Form

Addendum B: Shadow Lake Elementary School General Inclusions

Addendum C: Shadow Lake Elementary School Improvements Preliminary Schedule

Addendum D: Shadow Lake ES - Improvements 11/19/18 Permit Set by BCRA

Addendum E: Shadow Lake Elementary School Improvements 11/19/18 Project Manual Specification Divisions by BCRA

Addendum F: Scope Specific Pricing and Clarifications

Bidders shall acknowledge all addenda in the space provided in the bid form. **Failure to acknowledge addenda will result in the bid being rejected as non-responsive.**

- A. PLAN HOLDERS: Addendums issued prior to bid which result from Contractors' questions or interpretations of the Contract Documents will be provided to all plan holders of record. Plan holders of record are defined as those who have stated they are bidding with acknowledgement via Building Connected for this project specifically.
- B. CONTRACTOR VERIFICATION: It is the responsibility of bidding Contractors to verify and review the entirety of Addenda that have been issued for a complete understanding of the scope of work required under a particular bid package. All bidders shall acknowledge the receipt of the Addenda on the "BID PROPOSAL FORM" by identifying those received in the space provided on the respective Bid Form.

9. MODIFICATION OF BID

Subcontractor understands the Public Bidding Process and has not conditioned its bid in any way. The Advertisement invites bids on definite plans, specifications and scope of work as defined in this bid package. Subcontractor's bid is based upon the work exactly as described in this bid package including plans and specifications and referenced documents.

10. WITHDRAWAL OF BID

At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw its proposal by written request or personally. If withdrawal is made personally, proper receipt shall be given therefore.

After the scheduled closing time for receipt of quotations, through the award of subcontract, no bidder will be permitted to withdraw its quotation unless said award is delayed for a period exceeding ninety (90) days. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

11. REJECTION OR ACCEPTANCE OF BID

The lowest responsive and responsible bidder shall be determined by the GCCM and the Owner.

It is intended that the subcontracts shall be awarded to the lowest responsive and responsible bidder in each subcontract bid package. Bidders are advised that in determining the lowest responsive and responsible bidder, the GCCM and Owner may consider the base bid plus such alternates included in the bid documents and listed on the bid form. The determination as to the award of the contract shall include, in addition to conformity to the Bid Documents and price, the following considerations:

- A. The ability, capacity, and skill of bidder to perform the contract;
- B. The, reputation, experience, and references of the bidder;
- C. Whether the bidder can perform the contract within the time specified;
- D. The quality of performance on previous contracts;
- E. The previous and existing compliance by bidder with the laws and requirements relating to the contract;
- F. Such other information as may be secured having bearing on the decision to award the contract.

Upon request, a bidder shall submit promptly such qualifying evidence in addition to that required by the "Subcontractor's Pre-qualification form" – if expressly included in the Bid Package as determined to be necessary by the GCCM, or else the bidder may be considered as non-responsive. Failure to complete bid forms may be cause to reject bids.

The GCCM RESERVES THE RIGHT to reject any or all bids and to waive any informalities or non-material minor irregularities in the bids received in accordance with applicable laws.

12. NEGOTIATION OF BIDS OVER BUDGET

The GCCM may negotiate an adjustment to the low responsive and responsible bid based upon agreed changes to the subcontract scope to bring the bid within the amount of the Final Bid Package Estimate in accordance with the provisions of RCW 39.10.080.

13. EXAMINATION OF SITE AND CONDITIONS

Before submitting its proposal, the bidder shall examine the site of the work and ascertain for itself all of the physical conditions in relation thereto and all other conditions under which the work will be performed. Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse it from performing the work in strict accordance with the terms of the contract. Subcontractors shall employ methods and means in the carrying out of their work as will not cause any interruption or interference with any other contract. No statement made by an officer, agent, or employee of the Owner, Architect, or GCCM, in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, Architect, or GCCM.

14. INTERPRETATION OF THE CONTRACT DOCUMENTS

If any bidder contemplating submitting a bid for subcontract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, it may submit to the GCCM, with copy to the Architect, a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the documents, if made, will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each bidder receiving a set of such documents. The Owners and GCCM will not be responsible for any other explanations or interpretations of the proposed documents. The GCCM must receive all requests for interpretations no later than five (5) calendar days prior to bid opening date. Any questions regarding specifications or drawings shall be referred to the GCCM as identified in the Advertisement for Bids.

15. PAYMENT AND PERFORMANCE BONDS

Bidders awarded subcontracts in excess of \$300,000 shall be required to provide payment and performance bonds written in the full subcontract amount on forms acceptable to the GCCM and Owner within seven (7) calendar days of receiving a subcontract. The cost of the bonds shall be included in the bidder's base bid. There shall be no reimbursement in addition to the bid price for the cost of the bonds. Failure to provide said bonds will cause the bidder's quotation to be non-responsive and the tendered subcontract shall be null and void.

16. TAXES

Bidder's proposals shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to the subcontractors of tools, equipment, materials and temporary facilities for use by the GCCM and subcontractors rather than for resale as a component part of the finished structure shall be included in the bid price. A proportionate amount of state sales tax will be collected from the Owner and paid to the State by the GCCM.

17. COMPLIANCE WITH PUBLIC WORKS AND WAGE RATES

A. The prevailing wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part this contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and in the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, will by reference be made a part of every subcontract as though fully set forth herein.

B. One copy of the latest Wage Rates, including fringe benefits for the construction area for all classifications of labor to be used on the project, attached to State Form F700-029-000 and properly certified by the State Department of Labor and Industries must be filed with GCCM prior to the start of construction. The subcontractor shall be responsible for any and all costs of filing fees required by the State Department of Labor and Industries.

C. In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred to arbitration to the Director of Department of Labor and Industries of the State and his decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as amended.

D. Each billing submitted by a subcontractor for payment on a project estimate shall state that prevailing wages have been paid in accordance with the pre-filed Statement of Intent with the Department of Labor and Industries as approved by the Industrial Statistician. Copies of the Approved Intent Statements shall be posted on the jobsite 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. The Subcontractor shall issue certified payrolls as verification of payment of prevailing wages, with each application for payment.

E. In compliance with WAC 296-127 subcontractor(s) shall pay to the Department of Labor and Industries applicable fees for/with each Statement of Intent and/or Affidavit of Wages Paid submitted to the Department for certification. All such fees shall be included in bidder's proposal.

18. FORM OF AGREEMENT

The form of agreement between the successful bidder and the GCCM shall be the Abbott Construction Company Subcontract form. A copy of the form is included in the bid package for review by the Bidders as Addendum A. For Subcontractors that have an executed Master Subcontract Agreement with the GCCM at the time of bid(s) acceptance, this will prevail in lieu of a Subcontract Form. A copy of the General

Inclusions Form is included in the bid package for review by the Bidders as Addendum B and will become a part of the executed contract with the selected Subcontractor.

The Subcontractor shall be required to provide insurance certificates acceptable to the GCCM that comply with the requirements of the insurance provisions within the subcontract within 7 calendar days of receipt of the Subcontract.

19. DEPARTMENT OF ECOLOGY

All bidders are required to comply with department of ecology requirements.

20. NOTICE TO BIDDERS

The identification of these requirements shall not serve to limit in any way the work, which may be required in the Contract Documents for this Subcontract unless such limitations are specifically stated herein. By submitting quotations for the work included in this Bid Package, bidders acknowledge and agree that they have included all work specifically pertaining to the scope in this Subcontract Bid Package regardless where specified or shown. Whenever the word "Subcontractor" is used in this bid package it shall mean the subcontractor bidding this bid package

21. BIDDER'S CHECKLIST

In order for a bid to be considered responsive, bidders **MUST** submit the following signed documents with their bid package:

- Part I - Bid Proposal.
- Part II - Contractor Certification.
- Part III - Non-collusion Affidavit.
- Part IV - Environmental Regulation Compliance.
- Part V - Bid Bond (If applicable)

Bids must be inclusive of all terms of each attached document as follows:

Addendum A: J.R. Abbott Construction, Inc. Subcontract Form, including the following Exhibits

Exhibit A- Subcontract General Conditions

Exhibit B- Indemnification

Exhibit C- Project Close-Out Requirements

Addendum B: Shadow Lake Elementary School General Inclusions

Addendum C: Shadow Lake Elementary School Improvements Preliminary Schedule

Addendum D: Shadow Lake ES - Improvements 11/19/18 Permit Set by BCRA

Addendum E: Shadow Lake Elementary School Improvements 11/19/18 Project Manual Specification Divisions by BCRA

Bids must be per the Specifications & Drawings referenced as Addendum D & E

Alternate cost savings for 'Equal' product and or installation methods are encouraged & will be considered, but DO NOT include these alternates in your base cost.

The SUBCONTRACT FORM & GENERAL INCLUSIONS with associated documents are not to be modified. Make sure your bids include any cost impact incurred by the terms of these documents.

These Documents can be found per the following file sharing link:

<https://abbottportal.exavault.com/share/view/1bu1i-6l2y3t62>