

RE: Solicitation of Construction Bids for “Gratzer Building Renovations/Modifications”

Location of Work: 5050 S Tacoma Way, Tacoma, WA 98409

To Whom It May Concern:

Catholic Community Services of Western Washington will be accepting bid proposals for the above referenced "Gratzer Building Renovations/Modifications." **Bids must be received by no later than Thursday, October 1st, 2020 at noon.** Bids received after this date and/or time will not be accepted and will be returned unopened to the sender.

The purpose of this project is to renovate office space, upgrade building systems, and renovate multiple-use spaces within the building. Key components of this project include:

- Renovation of former commercial space to offices.
- Upgrading of HVAC system.
- Upgrading of hot water supply system.
- Miscellaneous other work including remodeling of occupied space and minor masonry work.

Contractor shall remodel the Area of Work in existing building to the specifications provided in architectural drawings. Complete architectural drawings of the proposed renovations can be downloaded at <https://files.secureserver.net/0fPekKuH9VJPw8>.

Interested Contractors and their proposed subcontractors may attend either of two site visits to inspect the location where work is to be performed. These will occur on:

Thursday, September 10th, 10:00 am to 2:00 pm.

Thursday, September 17th, 10:00 am to 2:00 pm.

The work location is 5050 S Tacoma Way, Tacoma, WA 98409

If you are interested in submitting a bid, it should be delivered in person to the address listed below in a sealed envelope labeled as follows:

Attn.: Petra Curry
Catholic Community Services of Western Washington
1323 S Yakima Avenue
Tacoma, WA 98408

Or by email to: Petra Curry, petrac@ccsww.org

Bids may be presented in any form that meets the requirements of this solicitation and the “Additional Instructions to Bidders” requirements identified below, and must be typed or printed and signed in ink (scanned copies are acceptable for email submission, but must bear signature).

All bids received by the deadline date and time shall be reviewed by Catholic Community Services. All bids must include all requested work items, conform to the Project Standards/Specifications outlined in the architectural drawings and specifications, and must be responsive, accurate, and cost reasonable. Catholic Community Services of Western Washington will select the contractor to perform all construction work required and the contract will be executed between Catholic Community Services of Western Washington and the winning contractor.

You are reminded to bid only on those items designated on the work write up form. In the event the owner should request additional work or deletion of any work from the write-up, or should you feel additional work is required, list those items with costs on a separate piece of paper or letterhead stationery. All additional items will be considered separately from the base bid and consideration of any changes will be negotiated with the owner after the bid opening.

Catholic Community Services of Western Washington has the right to reject any and all bids at their sole discretion. Should you have any questions or concerns about any of the items on the work write-up, please contact Petra Curry for clarification prior to bidding.

Upon selection of the winning contractor, Catholic Community Services of Western Washington will send a Bid Award Notice to the selected contractor. The Bid Award Notice will advise the selected contractor of the date, time and location of the pre-construction conference that must take place before any work can begin. Upon satisfactory completion of the pre-construction conference, Catholic Community Services of Western Washington will negotiate final terms and enter into a firm fixed-price contract with the winning contractor. Upon execution of the contract, Catholic Community Services of Western Washington will issue a "Notice to Proceed," which must be executed by the selected contractor as well.

Catholic Community is an equal opportunity employer and encourages minority, women, veteran, small, and disadvantaged businesses to submit proposals.

Thank you for your consideration of this Invitation to Bid.

Additional Instructions to Bidders

Gratzer Building Renovations/Modifications

Where the term "Owner" or "Contracting Agency" are used within the context of these Documents, it shall be taken to mean: Catholic Community Services of Western Washington

1. Intent of Plans and Specifications.

It is the intention of these Specifications to provide for careful, thorough, and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said Contract in accordance with all of its terms and conditions.

The Plans and Specifications shall be considered and used together; anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. Contracting Agency may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed Plans and in case of any conflict between the listed and the supplemental Plans, the latter shall govern. All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

2. Examination of Documents and Location.

Each bidder shall thoroughly examine and be familiar with Specifications, Drawings, and Addenda ("Documents"). Bidders are invited to assess the location during one of the two scheduled site visits above. The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the Documents and Location. The failure or neglect of a bidder to receive or examine any of the Documents or Location shall in no way relieve bidder from any obligations with respect to bidder's proposal or to the contract. No claim for additional compensation will be allowed that is based upon a lack of knowledge of any Document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the contractor as a result of conditions pertaining to the work.

4. Addenda and Interpretations of Documents.

No interpretation of meaning of the Plans, Specifications, or other pre bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing to the Contracting Agency and to be given consideration shall be received at least 5 working days prior to the deadline for receiving of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications that, if issued, will be mailed or otherwise delivered to each prospective bidder. Failure of any bidder to acknowledge the receipt of any such Addendum may be considered an irregularity in the proposal. All Addenda so issued shall become a part of the Documents.

5. Pre-bid Conference.

Does Not Apply

6. Preparation of Proposal.

The bidder shall submit his/her bid, in the manner of their choosing, provided the requirements outlined in this Solicitation of Construction Bids are met. The bidder shall specify the lump sum bid price and breakdown in figures. ALL FIGURES SHALL BE IN INK OR TYPED. Bid amounts should be broken down in sufficient detail as to provide a basis for elimination of elements should a reduction in scope of work be necessary.

If the Proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the Proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he/she holds in the corporation.

The address of the person, firm, or corporation in whose behalf the Proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the Proposal Form.

7. Permits.

Bid Form and Proposal submitted by the contractor shall include a listing of all building permits and inspections expected to be required. Cost of permits is not to be included in the bid, though estimated costs for the owner's purposes are encouraged to be included.

8. Approximate Quantities.

On all items on which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only, and each bidder shall make its own estimate from the Contract Drawings of the quantities required on each item and calculate its unit price bid for each item accordingly. Bids will be compared on the basis of number of units stated in the architectural drawings and specifications. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

9. Material Substitution.

Each bidder shall base its bid upon the materials and equipment as described in the architectural Documents. The successful contractor will not be allowed to make any substitutions on its own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the Contract Documents.

10. Alteration of Documents Prohibited.

Except as may be provided otherwise herein, Proposals that are incomplete, are conditioned in any way that the Plans or Specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the architectural Plans, or that are unlawful, may be rejected as irregular.

11. Submission of Proposal.

Each Bid and Proposal shall be delivered NO LATER than the specified bid deadline above. Contracting Agency WILL NOT accept bids that are mailed. Bidders are to hand-deliver their bids or submit by email. In person bids must be in a sealed package clearly marked on the

outside with the name of the bidder and the title of the project. Contractors must submit one (1) original, sealed bid as indicated above.

Responses must be received at the address above, or by email, on or before the due date. Responses submitted after the due date and time will not be considered.

12. Modification or Changes of Proposal.

Modifications or Change in a Proposal already delivered will be permitted only if a request for the privilege of making such modification or change is made in writing signed by the bidder and the specific modification or change itself is stated prior to the scheduled closing time for the receipt of Proposals. To be effective, every modification or change must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

13. Withdrawal of Proposal.

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon bidder's telegraphic or written request. A telephone request for withdrawal of a Proposal will not be recognized for this purpose. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing bids, no bidder will be permitted to withdraw its Proposal unless no Award of Contract has been made prior to the expiration of 60 days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

14. Bid Security.

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue such bonds in Washington State in the amount of 5 percent of the bid. Such cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract, or, if award has not been made within calendar 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of the acceptance of its bid.

The successful bidder, upon its failure or refusal to execute and deliver the Contract and bonds required within 10 calendar days after bidder has received notice of the acceptance of its bid, shall forfeit to the Owner, as liquidated damages for failure or refusal, the security deposited with its bids.

15. Return of Bid Securities.

The security of the three lowest bidders will be returned after the execution of the agreement with the successful bidder and the approval of its bonds and insurance. The security of all other

bidders will be returned promptly after the bids have been opened and reviewed by the Owner. If all bids are rejected, the securities will be returned at the time of rejection.

16. Qualification of Bidders.

It is the intention of the Owner to award a contract only to a bidder who is responsive to bid requirements and furnishes satisfactory evidence that bidder has sufficient capital, facilities, and plant to enable it to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

Each bidder shall possess state and local licenses in accordance with the applicable state and local laws and shall furnish a copy of the same to the Owner with the bid.

17. Disqualification of Bidders.

More than one bid for the same work described in this document from an individual, firm, or partnership, a corporation, or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there are reasonable grounds for believing that collusion exists among the bidders, the bids of the participants in such collusion will not be considered.

18. Rejection of Bids.

The Owner reserves the right, before or after opening, to reject any or all Proposals or to waive any informalities therein if it is believed that the best interest of the Owner will be served thereby.

19. Award of Contract.

The award will be made by the Owner on the basis of the Proposal from the lowest responsible Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner. The Owner reserves the right to reject any or all bids or to waive irregularities or informalities at its discretion. If the lowest bid exceeds the funds that are estimated by the Owner as available, the Owner reserves the right to eliminate any combination of the bid alternatives or to reject all bids.

20. Low Bid.

The low bid will be determined on the basis of the lowest responsive total bid price for improvements listed in the architectural Plans for the project and deemed capable of satisfactory performance at Catholic Community Services of Western Washington's sole discretion.

Acceptance of the bid Proposal and Award of Contract does not relieve the contractor from the responsibility of providing and installing materials that will comply completely with the Specifications. The contractor shall be required to make complete material submittals of all items of material selected, and the Owner reserves the right to reject all material not meeting the requirements of the Specifications.

21. Effective Date of Award.

If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardees, or mailed to the awardees at the main business address shown on its bid, by some officer or agent of the Owner duly authorized to give such notice. Upon acceptance of a Bid Form and Proposal, NO WORK shall be performed upon the property until a written Notice To Proceed is issued by the Contracting Agency.

22. Execution of Agreement.

Copies of the agreement in the number stated in the form of agreement shall be executed by the successful bidder and returned, together with the required bonds and insurance, within 10 calendar days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

23. Failure to Execute Agreement and File Bonds and Insurance.

Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, bidder shall forfeit its bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the Owner may then award a contract to the next responsible selected bidder.

24. Payment for Excess Costs and Liquidated Damages.

The successful contractor will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Contract documents, if extensions of time are granted by Owner because of avoidable delays as therein defined.

25. Commencement and Completion of Work.

The successful bidder shall commence work within 10 calendar days after the issuance by the Owner of a written Notice to Proceed and shall complete all work within 90 working days from the date of the Notice to Proceed in accordance with the terms and conditions of the Contract Documents. Contractors that feel they may be unable to perform within these timeframes due to lead times for materials due to COVID-19 or other factors should indicate in their bid the timeframe within which they can complete work, if selected. This section shall not limit the ability of Catholic Community Services of Western Washington to allow, at its sole discretion, a

written exception to this timeframe for any portion of the work should it be deemed in their best interests.

26. References.

The bidder shall provide no less than three (3) references, including contact name, telephone, and nature of project, for projects of similar size, cost, and scope completed by the bidder within the past 3 years, if applicable. Bidders that have performed work for Catholic Community Services of Western Washington within the past 5 years are exempt from this requirement, and should indicate so in their submission.

27. Contract.

The successful bidder will be required to sign a Contract with the Contracting Agency.