

SECTION 00 91 03 – ADDENDUM NO. 03

November 10, 2020

Municipal Court Remodel (5694 Second Ave., Ferndale, WA)
City of Ferndale
PO Box 939
Ferndale, WA 98248

Bidders and Suppliers:

The following changes for the subject project shall become a part of the Contract Documents including Drawings dated September 3, 2020 and Project Manual dated October 2020, Addendum No. 1 dated October 28, 2020, and Addendum No. 2 Dated November 10, 2020. Where a portion of the Documents are modified or deleted by Addenda, the unaltered portions of the Documents shall remain as indicated.

Acknowledge receipt of this addendum by inserting the number and date in Section 00 41 00, Bid Proposal. Failure to do so may subject the bidder to disqualification.

ATTACHMENTS AS PART OF THIS ADDEDNUM:

1. Specification Section 00 11 16 – Invitation to Bid
2. Specification Section 00 21 13 – Instructions to Bidders

A. GENERAL CLARIFICATION:

1. Bid opening will be performed via Microsoft Teams at 11:00 AM Monday, November 23, 2020; link is listed on project page. Matching bid proposals must be received via USPS by Wednesday, November 26, 2020.

B. CHANGES TO THE PROJECT MANUAL:

1. **Revised** Section 00 11 16 – Invitation to Bid
2. **Revised** Section 00 21 12 – Instructions to Bidders

END OF SECTION

SECTION 00 11 16 – INVITATION TO BID

ADVERTISEMENT FOR BIDS

Project Name: Courthouse Renovation and Addition
Bid Date: November 23, 2020, Wednesday – 11:00 AM
Pre-Bid Meeting: October 26, 2020, Monday – 1:00 PM

Architect: RMC Architects, Bellingham, WA
Arch Estimate: \$300,000 to \$500,000 (including sales tax)

NOTICE IS HEREBY GIVEN BY THE CITY OF FERNDALE that electronic .pdf copies of bid proposals will be received by the City of Ferndale via email to public-works@cityofferndale.org until 11:00 AM, Monday, November 23, 2020 for the Municipal Court Renovation and Addition. The opening and reading of the bids will then be live streamed via Microsoft Teams for the “FERNDALE COURTHOUSE RENOVATION AND ADDITION”. Live stream information can be found on the City of Ferndale’s project website at <https://www.cityofferndale.org/public-worksdepartment/capital-projects/city-annex-and-court-improvement-project/>. Hard copies matching the electronically delivered bid proposals must be received via U.S. Mail attn: Ferndale Public Works Dept., Courthouse Renovation & Addition Bid, PO Box 936, Ferndale, WA 98248; (360) 384-4006 no later than Wednesday, November 25, 2020 at 5:00pm. The Project involves the proposed new and renovation construction work per the contract documents.

There will be a non-mandatory, pre-bid site walk for the Project held at 1:00 PM, Monday, October 26, 2020, at the site, 5694 Second Avenue, Ferndale, WA 98248. Contractors/Bidders will need to register for participation with the City.

Bid Guaranty

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier’s check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond and payment bond both in an amount of 100 percent (100%) of the contract price within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ferndale. All bidders and subcontractors shall have a contractor’s license to work in the State of Washington and a City of Ferndale Business License before starting work. All work performed on this project will be subject to prevailing state wage rates.

Project Documents

Maps, plans, and specifications may be obtained electronically from the Ferndale Public Works Department, via download on the City of Ferndale website at <https://www.cityofferndale.org/public-works-department/capital-projects/city-annex-and-courtimprovement-project/>. If you download the bid documents, you are required to contact the City via email at public-works@cityofferndale.org to be added to the plan holders’ list.

The City of Ferndale in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby

MUNICIPAL COURT REMODEL
CITY OF FERNDALE

SECTION 00 11 16
INVITATION TO BID

notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award. The City of Ferndale is an Equal Opportunity and Affirmative Action Employer. Minority and Women-Owned firms are encouraged to submit bids.

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

1. Bidder Qualifications

- A. Prospective Bidders shall be registered by the Washington State Department of Labor and Industries in accordance with State law.
- B. Corporations shall be registered with the State of Washington, Office of the Secretary of State.
- C. Bidders shall be regularly employed in the type of work contemplated herein.

2. Bidder's Representations

Submittal of a bid shall be deemed conclusive evidence that the bidder has:

- A. Carefully examined the proposed work site, become familiar with conditions impacting the work, and incorporated such observations into the bid.
- B. Read and understands the bidding and contract documents.
- C. Produced a bid that is without exception based on the materials, equipment and systems required by the bidding documents.
- D. Produced a bid that is made based on a complete set of Bidding Documents. The Owner is not responsible for any bidding errors resulting from the use of incomplete documents.

3. Document Interpretation

- A. The bidder shall carefully study and review the Bid Documents and promptly report any errors or omissions to the Architect/Owner.
- B. Bidders or sub-bidders shall make any requests for clarification to the Engineer. If so directed, the Architect/Owner may require the Bidder to submit requests in writing.
- C. Interpretations, corrections and changes to the Bidding Documents shall be made by Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- D. Substitutions shall not be considered prior to the receipt of bids. The Owner is not responsible for any bidding errors resulting from the use of substitutions.

4. Addenda

- A. Addenda will be mailed, emailed, delivered or faxed to all who are known by the Engineer to have received a complete set of Bidding Documents. Copies will also be provided to the locations where plans are available for review.
- B. The Bidder shall acknowledge receipt of addenda in their bid.

5. Bidding Procedures

- A. To be considered responsive, bids shall be submitted on the enclosed form and shall be filled in by typewriter or manually in ink.
- B. The Bid form shall include the Bidder's legal name exactly as it appears on his/her registration. Form shall be signed by the individual authorized to represent the Bidder.
- C. A list of subcontractors individually accounting for more than 10-percent of the Contract Sum and the work said subcontractor will perform shall be submitted with the bid or within one hour of the published bid time.

6. Pre-Bid Meeting

- A. There will be a pre-bid meeting at date and time shown on the Invitation to Bid.
- B. Prior to attending the pre-bid meeting, bidders shall have carefully studied and compared all drawings, specifications and other instructions to identify any inconsistency or omission. Also any discrepancies between the contract documents and the physical condition of the locality shall be identified. The intent is to identify any questions or concerns regarding the proposed improvements that the bidders may have.

7. Bid Security

- A. Each Bid shall be accompanied by a Bid Security in the form of a cashier's check, certified check or surety bond equal to 5-percent of the total Bid amount. Security shall pledge that the Bidder shall enter into a contract with the Owner in accordance with the terms of the Bid Documents including furnishing payment and performance bonds.
- B. In the event a Bidder refuses to enter into such contract or fail to furnish such bonds as required, the bid security shall be forfeited to the Owner as liquidated damages.
- C. The Owner may retain bid securities submitted with the bid until such time as; (1) the contract has been executed and bonds received, (2) 30-days have elapsed, (3) all Bids have been rejected.

8. Submission of Bids

- A. Bids shall be submitted in .pdf format for remote bid opening, matching bids shall be submitted in a sealed envelope by date specified in Section 00 11 16. Envelopes shall clearly show (1) the project's name and owner as it appears on the Bid Solicitation, (2) the Contractor's name and registration number, and (3) the time and date of the bid opening.
- B. Bids received after the published bid time and date will be returned unopened.
- C. Bids submitted by mail shall conform with the above requirements and be sent to City of Ferndale – City Hall, 2095 Main Street, P.O. Box 936, Ferndale, WA 98248, All bids shall be received in sealed envelopes with "FERNDALE COURTHOUSE RENOVATION AND ADDITION" marked plainly thereon. Bidder shall assume full responsibility for timely delivery of bid documents and the Owner is not responsible for bids received late.

- D. Oral, facsimile or telegraphic bids, modifications, or adjustments are not valid and will not receive consideration.

9. Modification or Withdrawal of Bid

- A. After the bid opening, bids shall not be withdrawn, modified or canceled by the Bidder during the stipulated time period.
- B. Bids submitted by mail prior to the bid opening may be modified or withdrawn by notice to the Owner. Such notice shall be in writing and signed by the same authorized individual signing the bid form. If such modifications or withdrawals are transmitted electronically, the original document shall be mailed and postmarked on or before the date and time of the bid opening.
- C. Withdrawn bids may be resubmitted up until the date and time of the bid opening and in accordance with these Instructions to Bidders.
- D. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

10. Opening of Bids

- A. Bids received on time will be opened and read aloud at the time and place stipulated in the Bid Solicitation. An abstract or tabulation will be made available to Bidders.
- B. Should a Bidder discover an error in his/her bid after submittal, the Bidder may request withdrawal of the bid with the following conditions:
- C. The Bidder must document the error(s) for the Owner. The Owner will review documentation and determine if the bid withdrawal and release of the Bid Security will be allowed.
- D. The Owner must receive the Bidder's intent to withdraw his/her bid submittal in writing no more than 30-hours after the bid opening (faxed notice is acceptable).
- E. The Owner alone will approve or disapprove the request for withdrawal. If approved, the Bidder will no longer be considered for Contract award and the Bid Security will be returned.
- F. If the Bidder fails to notify the Owner in accordance of an error as set forth above, and the Owner awards the Bidder the Contract, the Bidder shall either execute the Contract for the bid amount or withdraw the bid and forfeit the Bid Security.

11. Rejection of Bids

- A. The Owner reserves the right to reject any or all bids, reject a bid not accompanied by a proper bid security or other material required by the Bidding Documents, or reject a bid which is in anyway irregular or incomplete.

12. Acceptance of Bids

- A. The Owner intends to award the Contract to the lowest responsible responsive bidder whose bid submittal does not exceed available funds and conforms with the requirements described herein. The Owner shall have the right to waive informalities or irregularities in a bid submittal and to accept the bid that, in the opinion of the Owner, is in the Owner's best interest.

- B. After determination of the successful bidder based on the lowest responsible responsive bidder and other factors set forth in these instructions, the award may be made to said successful bidder on its base Bid and any combination of its additive bid items for which Owner determines funds will be available at the time of award.
- C. In evaluating whether a bidder is responsible, Owner will consider the qualifications of the bidder and many consider the qualifications and experience of subcontractors and suppliers purposed for those portions of the work for which the identity of subcontractors and suppliers must be submitted as provided in the bidding documents.

13. Contract Bond

- A. Bidders shall provide a contract bond as attached. Contract bond shall be signed by an approved surety or sureties, be in the full contract amount, and cover the faithful performance of the work described in the Contract Documents. The Contract Bond shall be in full effect until one year after Substantial Completion.

14. Contract Agreement and Award

- A. Owner's execution of the contract is contingent on the timely receipt of the Contract Bond and other submittals required by the Contract Documents.
- B. The award of the Contract, if it be awarded, shall be made within 45-days of the bid opening to the Bidder deemed by the Owner to be the lowest responsible responsive bidder.
- C. The 45-day period may be extended by mutual consent of the bidder and the Owner. If, after the 45-day period and no agreement to time extension has been made, the Contractor may withdraw his bid.
- D. The Owner reserves the right to award the bid schedules and bid alternates in any combination.

15. Execution of Contract

- A. The Bidder to whom the contract has been awarded shall sign the contract and return it and other submittals within 10 working days of the award.
- B. The Owner shall have the right to reject a contract submitted by a bidder if it is qualified by reservations or conditions stipulated by the bidder or its surety.
- C. No bid is binding on the Owner until executed by the City of Ferndale. No work shall be performed within the project site prior to the Notice to Proceed. Material or equipment orders or work undertaken away from the project site prior to contract execution shall be at the sole risk of the bidder.

16. Failure to Execute Contract

- A. If the bidder to whom award has been made fails to sign the contract and furnish satisfactory bonds within 10 calendar days of the award, or declares in writing its intent not to execute the contract, the bid security will be forfeited to the Owner and the second lowest responsible bidder will be notified of its receipt of award.
- B. If the second lowest responsible responsive bidder fails to execute the contract and furnish bonds within 20 calendar days after such notification, forfeiture of its bid

security shall also be made and the third lowest responsible responsive bidder will be notified of its receipt of award, and in like manner until either (1) the contract and bond are executed by a responsible responsive bidder, (2) or further bid submittals are rejected, or (3) the number of bids submitted is exhausted.

- C. If the contract is not executed by the Contractor and Owner within the stipulated time, and it is evident that circumstances warrant an extension of time, the Owner may extend the time for executing the contract and/or bond for a period not to exceed 10 additional calendar days.

17. Return of Bid Security

- A. When bid submittals have been examined, bid securities and deposits accompanying submittals ineligible from further consideration will be returned.
- B. All other bid securities and deposits will be held until the contract has been properly executed, after which bid securities and deposits except those subject to forfeiture will be returned.

END OF SECTION 00 21 13