

**Renton Regional Fire Authority**

**Project: Station 11 Dormitory Tenant Improvement**

**INSTRUCTIONS TO BIDDERS**

Renton Regional Fire Authority “Renton RFA” is seeking bids on the Station 11 Dormitory Tenant Improvement project as more specifically described below.

**1. Identification of Owner.**

RENTON REGIONAL FIRE AUTHORITY “Owner” is the entity issuing this invitation for bids. Owner is a municipal corporation and a political subdivision of the State of Washington.

Owner mailing address is: Renton Regional Fire Authority  
Attn: Mark Seaver  
18002 108<sup>th</sup> Avenue SE  
Renton, WA 98055

The business telephone number is: (425) 276-9503.

Owner representative for all matters relating to this invitation for bids is Mark Seaver.

**2. Definitions.** The following terms shall have the meaning set forth below when used in this instrument:

**2.1. Project:** Station 11 Dormitory Tenant Improvement Project. This project involves the interior 1,359 square foot tenant improvement to provide new private dormitory rooms and restrooms on the ground floor at Station 11, as well as extending the existing fire sprinkler system to serve the entire station. The Contract will be with the Renton Regional Fire Authority.

**2.2. Bidder.** Any person or entity that submits a qualified bid in response to the invitation for Bids by Owner.

**2.3. Bid or Bid Proposal.** Any Bid submitted to Owner in response to the invitation for Bids issued by Owner that complies with the bid requirements.

**2.4. Owner or Contracting Agency.** RENTON REGIONAL FIRE AUTHORITY.

**2.5. Contractor.** The bidder awarded a contract by the Owner.

**2.6. Contract Documents.** The Contract Documents are identified as Follows:

**2.6.1. Contract Form:** The successful Bidder shall execute the form of Agreement attached as Exhibit A.

- 2.6.2. **Statement of Qualifications.** See Exhibit B.
  - 2.6.3. **Bid Form.** See Exhibit C.
  - 2.6.4. **Minimum Wage/Non Collusion Affidavit.** See Exhibit D.
  - 2.6.5. **Certification of Compliance with Wage Payment Statutes.** See Exhibit E.
  - 2.6.6. **General Conditions.** See Exhibit F.
  - 2.6.7. **Prevailing Wage Rates.** See Exhibit G.
  - 2.6.8. **Certification of Compliance with Contractor Training Requirements.** See Exhibit H.
  - 2.6.9. **Payment and Performance Bond Form.** See Exhibit I.
  - 2.6.10. **Drawings.** Drawings available from Broderick Architects.
3. **Invitation for Bids.** Owner will accept Bid Proposals for the Project as follows:
- 3.1. **Time.** Bid Proposals must be received by Owner by 10:00 a.m. on September 20, 2021.
  - 3.2. **Place.** Bid Proposals must be delivered to:
    - Renton Regional Fire Authority
    - Attn: Mark Seaver
    - 18002 108<sup>th</sup> Avenue SE
    - Renton, WA 98055
  - 3.3. **Bid Review and Award.** Bids will be reviewed at 10:15 a.m. on September 20, 2021, at Renton Regional Fire Authority, 18002 108<sup>th</sup> Avenue SE, Renton, Washington 98055. Owner reserves the right to postpone the date and time for Bid review. Notification to Bidders will be by addenda. Subject to Paragraph 4, the Renton RFA will award a contract within 90 days of bid opening.
4. **Acceptance - Rejection of Bids.** Owner reserves the right to reject any or all Bids, to waive minor irregularities in any Bids or in the bidding procedure, and to accept any Bid presented which meets or exceeds these specifications and which the Renton RFA Governance Board of the Owner deems to be in the best interest of Owner.
5. **Plans, Instructions to Bidders and Specifications.**
- 5.1. Bid Documents (Project Manual and/or Working Drawings) can be obtained from Broderick Architects at 206-682-7525 for a nonrefundable fee of \$40.00 per set.

- 6. Inquiries/Addenda/Document Interpretations.** If any person contemplating submitting a Bid for construction of the work is in doubt as to the true meaning of any part of the proposed Contract Documents, or finds discrepancies in or omissions from any part of the proposed Contract Documents, the prospective Bidder may submit to Owner a written request for interpretation in accordance with the following:

  - 6.1.** Direct written questions to Michele Hill, Broderick Architects: 55 South Atlantic Street, Suite 301 Seattle, Washington 98134, [michele@broderickarchitects.com](mailto:michele@broderickarchitects.com).
  - 6.2.** Addenda will be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
  - 6.3.** Final Addenda will be issued on September 15, 2021. No further requests for information or clarification can be addressed after the Final Addendum.
  - 6.4.** Interpretation or correction of proposed Contract Documents will be made only by addendum and will be mailed or delivered to each general contract Bidder of record. Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 7. Contents of Bid Proposal.** All Bid Proposals shall contain or be accompanied by the following:

  - 7.1. Proposal.** A written proposal to construct the Project described in the plans and specifications in accordance with the instructions to Bidders submitted on the Bid Form contained in the Bid Documents.
  - 7.2. Price.** The total Bid price in the manner specified in the Bid Form.
  - 7.3. Qualification of Bidder.** Satisfactory evidence of the Bidder's qualifications as described in Paragraph 14.
  - 7.4. Authority.** The Bid must be signed by an authorized representative of the Bidder in the manner specified in the Bid Form. The Bidder shall provide with the Bid Proposal, proof of such representative's authority to contractually bind the Bidder.
  - 7.5. Subcontractor List.** Within ten business days after bid submittal deadline, provide Owner with a Subcontractor List that includes the names of any subcontractors that will be used on the project and a copy of the listed subcontractors' Contractors License for the State of Washington and a copy of their L&I certificate of coverage or Extraterritorial Certificate. If the bid exceeds \$1,000,000 the bidder must comply with the subcontractor listing requirements contained in RCW 39.30.060.
- 8. Bid Marking.** All Bidders must submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with Bidder's name, project name and Owner's name on the outside.

- 9. Withdrawal/Modification of Bids.** A Bidder may, without prejudice to the Bidder, withdraw, modify, or correct a proposal after it has been deposited with Owner, provided the request is filed with Owner, in writing, before the time set for reviewing the Bid Proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the Bidder.
- 10. Material Considerations.** Each of the requirements contained in this document are material and the failure of a Bidder to comply with each requirement will constitute grounds for the rejection of the Bid in the discretion of the Board of Commissioners.
- 11. Errors and Discrepancies.** Minor items of work or material omitted from the original description and scope of work, but inferable from information shown or obviously necessary for proper completion and operation of the work with accepted good practice shall be provided and/or performed by the Contractor at no additional cost to Owner.
- 12. Offer Irrevocable - Time Period.** All Bid Proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of ninety (90) days from the date of opening of the Bids.
- 13. Execution of Contract.** The successful Bidder shall, within ten calendar days after receiving Notice of Award, execute the Contract included in the Contract Documents.
- 14. Proof of Competency of Bidder.** It is the intent of the Owner to award a contract to the low responsible bidder. Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:
- 14.1.** At the time of Bid submittal, have a current certificate of registration in compliance with chapter 18.27 RCW proof of which must be submitted with the Bid Proposal;
  - 14.2.** Have a current Washington State unified business identifier number;
  - 14.3.** Have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW; an employment security Owner number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and
  - 14.4.** Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- 15. Project Timeline.** Time is of the essence and the contractor must be able to complete the Project within **120 calendar days** after notice to proceed, including an onsite construction period of 90 consecutive calendar days maximum, measured from date of mobilization to date of substantial completion. A contract will not be awarded until the Renton Regional Fire Authority is satisfied that the successful bidder is reasonably familiar with the class of work contemplated and has the necessary capital, tools, and experience to satisfactorily perform the work within the time stated. Completion of the work within the time stated is

essential and prior commitments of the bidder, failure to complete other work on time, or reasonable doubt as to whether the bidder would complete the work on time may be cause for rejection of any bid. The Renton Regional Fire Authority further reserves the right to award the contract for the work subject to budget restraints, successful completion of financing arrangements, or upon obtaining all licenses to construct from adjacent property owners. The Renton Regional Fire Authority may be in the process of procuring licenses and right-of-way at this time and it may be necessary to eliminate portions of the project. Any such licenses and/or rights of way are listed in the Special Provisions.

- 16. Liquidated Damages.** If the Project is not completed within the specified time period, because of difficulty in computing the actual damages to Owner arising from any delay in completing this Contract, it is determined in advance and agreed by the parties that the Contractor shall pay Owner the amount of \$200.00 per calendar day that the work remains uncompleted after expiration of the specified time for completion. The parties agree that this amount represents a reasonable forecast of the actual damages that Owner will suffer by failure of the Contractor to complete the work within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Contractor that the Contractor has ascertained and agrees that Owner will suffer actual damages in the above amount for each day during which the completion of the work is delayed beyond the agreed completion date.
- 17. Guaranty.** The Contractor shall and does hereby guarantee for a period of one (1) year from date of acceptance by the Owner all materials, workmanship and equipment installed under this contract to be as specified and of a good quality. Should any defect develop due to faulty material or workmanship within the guarantee period, the Contractor shall correct the defect and make good all damages that may have been caused by the defect. This work shall be done promptly and without cost to Owner and at the entire expense of the Contractor. The Contractor shall provide to Owner all manufacturer warranties at the completion of the work.
- 18. Bonds.** The successful Bidder shall secure and post a Labor and Materials Payment Bond and Performance Bond substantially in the form included as Exhibit I. Costs of such bonds shall be included in the Bid price.
- 19. Proof of Insurance and Bonds.** At or prior to delivery of the signed contract, the Bidder to whom the contract is awarded shall deliver to Owner applicable Certificates of Insurance and endorsements as are required by Owner.
- 20. Approval of Bonds and Insurance.** Certificates of Insurance and endorsements shall be approved by Owner before the successful Bidder may proceed with the work. Failure or refusal to provide Certificates of Insurance and endorsement in a form satisfactory to Owner shall subject the successful Bidder to loss of time from the allowable construction period equal to the time delay in furnishing the required material.
- 21. Prevailing Wages.** The Contractor shall pay prevailing wages as currently published by the Washington State Owner of Labor and Industries and shall comply with chapters RCW 39.12 and RCW 49.28. A Notice of Intent to Pay Prevailing Wages and prevailing wage

rates for the Project must be posted for the benefit of workers. At the conclusion of the Contract, the Contractor and its subcontractors shall submit Affidavits of Wages Paid to the Owner of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification by the director has been received by Owner that the prevailing wage requirements of the law have been satisfied. The Contractor hereby certifies that it has not been cited for two violations within the last five (5) years, and is thus not prohibited from bidding on public works contracts. The Contractor further assures Owner that it will use no sub-contractor who is thus prohibited.

**22. Retained Percentage.** Owner shall withhold a sum not to exceed 5% (or 10% if performance bonds are waived) of each payment of the contract price in accordance with chapter 60.28 RCW. Such funds shall be retained by Owner unless, prior to any payment to the Contractor by Owner, the Contractor advises Owner of the manner in which the Contractor wishes such funds held in accordance with the Contract Documents. Such funds shall be retained, held and released in accordance with the statutory requirements.

**23. Laws and Regulations.** The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they shall be deemed to be included in the Contract the same as though written out in full therein. Bidders are advised that if successful, they will be required to meet all applicable federal, state, and local laws pertaining to permits, licenses, fees and taxes, as well as laws pertaining to employment and wages. Bidders are responsible for determining the extent and applicability of such laws.