



BAKER SCHOOL
DISTRICT

INVITATION TO BID
Baker School District 5J
Brooklyn Primary School: 2021-2023 Capital Bond Project and
Wing 3 Seismic Grant Rehabilitation

March 9, 2022

The Baker School District 5J – Brooklyn Primary School projects consist of two projects: 2021-2023 Capital Bond Project and the Wing 3 Seismic Grant Rehabilitation. The 2021-23 Bond Projects consists of HVAC/Electrical upgrades throughout the school, access control, cameras, and security vestibule addition to the front entry. The Seismic Rehabilitation scope will consist of strengthening the interior walls of only Wing 3.

The Baker School District 5J **will received sealed bids in writing from qualified contractors until 2 p.m. Pacific Time, Wednesday, April 6, 2022 at the Baker School District Office (2090 4th Street, Baker City, OR 97814)**, at which time the bids will be opened and read aloud to all in attendance. Bids submitted via other method or received after the time fixed for opening will not be considered.

The First-Tier Subcontractor Disclosure Form must be submitted in a separate envelope within two (2) business hours after the advertised bid closing time.

MANDATORY PRE-BID MEETING: A **mandatory** pre-bid meeting will be held at 1:00 p.m. Pacific Time, Tuesday, March 22, 2022 at Brooklyn Primary School, 1350 Washington Ave, Baker City, OR 97814. Meet at the front entrance of Brooklyn. This mandatory pre-bid meeting will be immediately followed by voluntary site tour of the building.

PROCESS AND DEADLINE FOR QUESTIONS AND SUBSTITUTIONS: Bidder questions and substitutions are to be addressed to Shandiin Yessilth, Wenaha Group, ShandiinY@wenahagroup.com. The deadline for any questions or substitution requests is 2 p.m. Pacific Time on Monday, March 28, 2022.

BID DOCUMENTS FOR CONTRACTORS: Electronic bid documents are available by contacting Shandiin Yessilth, Project Manager at Wenaha Group (ShandiinY@wenahagroup.com).

By submitting a bid, the Contractor agrees that the provisions required by ORS 279C.800 through ORS 279C.870 (workers on public works to be paid not less than prevailing rate of wage) shall be included in the contract. The current wage rates applicable to this project are available at www.boli.state.or.us.

No bid will be considered unless accompanied by certified check, cashier's check, or bid bond made payable to Baker School District 5J in an amount equal to ten percent (10%) of the Basic Bid. Interest will not be allowed on bid security.

It shall be understood and mutually agreed by and between the Contractor and Owner that the date of beginning and time for completion of the project are essential conditions of the contract and that the time for beginning and completion of the project shall be considered by the Owner in awarding the contract.

No bidder may withdraw his bid after the hour set for the opening thereof, or thereafter, before award of the contract, unless award is delayed for a period exceeding thirty (30) days from the Bid Opening date. The Owner reserves the right to waive any irregularities in the bids, to reject any or all bids, and to accept only such bids as may be in the Owner's best interest.

Mark Witty
Baker School District 5J, Superintendent

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 - b. LKV Brooklyn Bond Drawings and Specifications:
 - i. LKV Drawings, “Brooklyn Primary HVAC & Safety/Security” dated March 3, 2022
 - ii. LKV Specifications, “Project Manual for Brooklyn Primary HVAC & Safety/Security Projects” dated March 3, 2022
 - c. WRK Wing 3 Seismic Drawings and Specifications
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5. Contract Documents
 - a. Available for download at:
https://www.dropbox.com/sh/z625naotnbj0o6l/AACHAZILcvgUDQ_Oyzjd-epma?dl=0
6. Submittals for Electrical and HVAC Equipment purchased by the District
 - a. Available for download at:
https://www.dropbox.com/sh/z625naotnbj0o6l/AACHAZILcvgUDQ_Oyzjd-epma?dl=0
7. Brooklyn Hazmat Survey (for information only)
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INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 SUMMARY

- A. This construction will be carried out under one General Construction Agreement covering the construction work on this project. The modified "General Conditions of the Contract for Construction" of the American Institute of Architects will be referred to as the "General Conditions" throughout this Project Manual. This agreement includes all labor, materials, transportation, equipment and services necessary for and reasonably incidental to the completion of all work in connection with the project described in this Project Manual and the accompanying Drawings.

1.2 DEFINITIONS

- A. Bid Documents include the Invitation to Bid, Instructions to Bidders, the Bid Form and supporting exhibits, including any addenda issued prior to receipt of bids. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

1.3 DESCRIPTION OF BID ITEMS

A. Base Bid

- a. Base Bid is inclusive of:
 - i. All items in 2021-2023 Capital Bond Project Documents by LKV Architects; All items in Brooklyn Primary School Voluntary Seismic Strengthening Project Documents by WRK Engineers; All items in Abatement Documents provided by PBS Environmental.
- b. Base Bid excludes:
 - i. Supply of Mechanical HVAC Equipment and Electrical Equipment previously purchased by the Owner.

B. Alternates:

- a. Bid Alternate #1 – Demo and Replace Windows in Classroom #15
- b. Bid Alternate #2 – Demo and Replace Windows in Classroom #14
- c. Bid Alternate #3 – Demo and Replace Windows in Classroom #13
- d. Bid Alternate #4 – Demo and Replace Windows in Classroom #12
- e. Bid Alternate #5 – Demo and Replace Windows in Classroom #11
- f. Bid Alternate #6 – Demo and Replace Windows in Classroom #10
- g. Bid Alternate #7 – Paint Classroom #14
- h. Bid Alternate #8 – Paint Classroom #13
- i. Bid Alternate #9 – Paint Classroom #12

1.4 PUBLIC WORKS

- A. This project is a public work subject to ORS 279C.800 to 279C.870. Contractor must be registered with the Oregon Construction Contractors Board (CCB) for a bid to be considered.
- B. In addition to specific statutory provisions cited, the Contractor shall comply with all other applicable requirements of Chapter 279C – Public Contracting, Oregon Revised Statutes.
- C. In accordance with ORS 279C.830, the minimum hourly rates of wage as determined by the Commissioner of the Bureau of Labor and Industry (BOLI) are hereby made a part of this Project Manual.

1.5 HOURS OF LABOR

- A. Section 279C.520, Oregon Revised Statutes, provides that in all cases where labor is employed by the state, county, school district, municipality, municipal corporation or subdivision, through a Contractor, no person shall be required or permitted to labor more than 10 hours in any one day, nor more than 40 hours in any one week, except in the case of necessity, emergency, or where the public policy absolutely requires it, in which event the person or persons so employed for excessive hours shall receive at least time and one-half pay for all overtime in excess of 10 hours per day or 40 hours in any one week, and for work performed.

- B. Hours of labor shall comply with local noise ordinance.

1.6 BIDDER'S REPRESENTATION

- A. Each bidder by making his bid represents that he has read and understands the Bid Documents, and has familiarized himself with the locale, site and conditions under which his work is to be performed. The Contractor's signature on his or her bid indicates acceptance of the conditions at the site of the work upon which he is bidding.

1.7 SUBMISSION OF BID

- A. All bids must be prepared on the Bid Form in this solicitation and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement to Bid, or prior to any extension thereof issued to the bidders.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw, or cancel his or her bid or any part thereof for 30 days after the time designated for the receipt of bids in the Advertisement to Bid. Prior to the receipt of bids, Addenda will be e-mailed to each Contractor recorded by the District as having received the Bid Documents and will be available for inspection wherever the Bid Documents are kept available for that purpose.

1.8 BID GUARANTEE

- A. Attach bid security to all bids in the form of a surety bond, cashier's check, or certified check of the bidder in the amount equal to ten percent (10%) of the Basic Bid amount made payable to Baker School District 5J as a guarantee that bidder will, if awarded the Contract, execute same and furnish the specified performance and labor and materials payment bond.
- B. The Owner reserves the right to hold the bid security of the two lowest bidders until a Contract is signed, or for 30 calendar days, whichever is less. All other bid security will be returned as soon as practical. Any bidder refusing to enter into a Contract and furnish specified bonds within five calendar days after notification that his bid has been accepted, shall forfeit his bid security to the Owner as liquidated damage, but not as a penalty.

1.9 METHOD OF AWARD

- A. If the lowest basic bid by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the contract, the contract may be awarded on the base bid, but the Owner shall have sole discretion in also considering the beginning and completion time of the project in rejecting any base bid.
- B. At Owner's discretion, Owner may include one or more bid alternates (additive or deductive) as selected by Owner when comparing bids.
- C. The Owner reserves the right to reject any or all bids as permitted by Oregon Statute or Administrative Rule and to consider the competency and responsibility of bidders and of their proposed subcontractors in making the award.

1.10 FORM OF AGREEMENT

- A. The modified "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017, and modified "General Conditions of the Contract for Construction," AIA Document A201-2017 shall be used in executing this Contract.
- B. The contract shall contain a provision that the Contractor shall pay and perform according to the conditions required by ORS 279C.800 to 279C.870, Prevailing Wage Rate.

1.11 PERFORMANCE BOND

- A. The successful bidder shall promptly furnish a Performance Bond, which shall be an Oregon Public Works Contract Bond, in compliance with the requirements of Chapter 279C.380, Oregon Revised Statutes, in an amount equal to 100 percent of the cost of the work, such bond to be written by properly qualified surety authorized to do business in the State of Oregon.

1.12 PROHIBITIONS OF ALTERATIONS (BID FORM)

- A. Except as otherwise provided herein, bids that are incomplete or are conditioned in any way, contain erasures, alterations, or items not called for in the bid, or are not in conformity with the law, may be rejected by the Owner as informal. Only the amounts and information asked for in the Bid Form will be considered as the Bid. Each bidder shall bid upon the work exactly as specified and as provided in the Bid Form.

1.13 LIST OF SUBCONTRACTORS

- A. Within two working hours of the date and time of the deadline when the bids were due to the public contracting agency for a public improvement, a bidder shall submit to the public contracting agency, in accordance with ORS 279C.370, a disclosure of any first-tier subcontractor that will be furnishing labor or materials in connection with the public improvement and whose contract value is equal to or greater than:
 - a. Five percent of the total project bid or \$15,000, whichever is larger; or
 - b. \$350,000, regardless of the percentage of the total project bid.
- B. The disclosure of first-tier subcontractors shall include:
 - a. The name of each subcontractor.
 - b. The amount of the contract of the subcontractor and the category of the subcontractors work.
- C. Submit list of subcontractors on First-Tier Subcontractor Disclosure Form, sealed in an opaque envelope, addressed and delivered to the same location as the Bid.

1.14 SCHEDULE OF VALUES

- A. Upon request by the Owner, the selected bidder shall within seven days thereafter, submit to the Architect a Schedule of Values of various parts of the work, including quantities and amount aggregating the total sum of the Contract. With each application for payment, the Contractor shall furnish a detailed statement comprising various items which represent the total amount of work completed to the date upon which application for payment is made. No application for payment will be considered unless accompanied by such a statement.

1.19 EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT

- A. By submitting this bid, the bidder certifies conformance with the applicable Federal Acts, Executive Orders, and Oregon Statutes and Regulations concerning Affirmative Action toward equal employment opportunities. All information and reports required by the Federal or Oregon governments having responsibility for the enforcement of such laws shall be supplied to the Owner upon request, for purposes of investigation to ascertain compliance with such acts, regulations, and orders.

1.20 RESIDENCY

1. A. Bidders must identify whether the Bidder is or is not a "resident Bidder," as defined in ORS 279A.120(1).
2. Nonresident Bidders. In determining the lowest Responsive Bid, the District will, in accordance with OAR 137-046-0310, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides.

PART 2 SCHEDULE

2.1 CRITICAL DATES

- A. Work to be conducted under one phase as noted below.
- B. Bidder must agree to commence work as directed in written 'Notice to Proceed' and shall be substantially complete in accordance with the following schedule:
 - a. Preparatory work may begin on date of Notice to Proceed. Preparatory work includes but is not limited to submittals, field verification, exploratory work, equipment procurement, scheduling, and any work not impacting school operations.
 - b. It is the intent of the Owner to issue a 'Notice to Proceed' for the work on or about April 20, 2022.
 - c. Construction operations may begin no earlier than June 13, 2022.
 - d. Substantial Completion
 - a) All work shall achieve Substantial Completion August 19, 2022, excluding the following scopes of work:
 - 1. Brooklyn Windows will be substantially complete by December 30, 2022.
 - 2. New electrical service must be fully operational by December 30, 2022.
 - 3. All demolition work and ductwork associated with RTU-14, 15, and 16, completion of gas service connection, removal of existing boiler, and complete operation of all units must be substantially completed by December 30, 2022.
 - b) Any work after August Substantial Completion must be coordinated on Fridays/Weekends, after 4 pm Monday -Thursday, or during the academic holiday breaks. Contractor to coordinate and schedule with Owner and Wenaha Group for school access.

2.2 LIQUIDATED DAMAGES

- A. If Substantial Completion is not achieved by the agreed date or as may be adjusted pursuant to the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for the loss of use of the Project the following amount: the sum of one thousand dollars (\$1,000) for each partial day or full day of delay beyond the deadline for Final Completion.

END OF DOCUMENT