

DATE: June 03, 2021

PROJECT NAME: Marysville Pilchuck High School Cafeteria Demolition

ARCHITECT: Hutteball + Oremus Architecture, Inc.  
4010 Lake Washington Blvd, Suite 320  
Kirkland, WA 98033  
(425) 828-8948

BID DATE: Bids are due at the time and place stated in the INVITATION FOR BIDS.

TO ALL PLAN HOLDERS:

This addendum modifies or interprets (by addition, deletion, clarification, or correction) and takes precedence over previously issued Bidding and Contract Documents dated 05-18-21. Bidders are requested to acknowledge receipt of this addendum in the designated place on the Official Bid Form. The following Addendum items are further instructions to the Bidders/Contractor:

This Addendum has 3 pages and 17 attachments .....(Total =106 letter size pages, 6 full sized 24"x36" sheets)

INDEX TO - ADDENDUM NO. 1 .....(3 pages)

- Pre-Bid Conference
- Approved Substitutions
- Project Manual Modifications
- Drawing Modifications

PRE-BID CONFERENCE

A Pre-Bid Conference was held on May 26, 2021 at Marysville Pilchuck High School, and a tour of the site was conducted following the meeting. A copy of the minutes and sign-in sheet are attached.

- Pre-Bid Conference: Meeting Minutes .....(3 pages)
- Pre-Bid Conference: Sign-In Sheet .....(1 page)

APPROVED SUBSTITUTIONS

| SECTION | PARAGRAPH | DESCRIPTION | APPROVED MANUFACTURER/<br>PRODUCT |
|---------|-----------|-------------|-----------------------------------|
|         |           |             |                                   |

**PROJECT MANUAL MODIFICATIONS**

Section 01 2300 ALTERNATES

1. **REVISE** paragraph 1.5.A to read as follows:

A. The Owner reserves the right to reinstate at the bid date price any or all of the listed alternate bids not incorporated into the contract, provided the Owner so notifies the Contractor within **seven (7)** consecutive calendar days after the contract date.

Section 00 2113 INSTRUCTIONS TO BIDDERS

1. **REPLACE** section in its entirety. Changes highlighted in red. ....(10 pages)

Section 00 4113 FORM OF BID

1. **REPLACE** section in its entirety. Changes highlighted in red. ....(4 pages)

Section 00 4113b SUBCONTRACTOR LIST – HVAC PLUMBING & ELECTRICAL

1. **ADD** section in its entirety. ....(1 page)

Section 00 4113c SUBCONTRACTOR LIST – STRUCTURAL STEEL & REBAR

1. **ADD** section in its entirety. ....(1 page)

Section 00 6000 FORM OF LUMP SUM AGREEMENT

1. **REPLACE** section in its entirety. Reprinted to remove ‘Preliminary’ watermark. ....(5 pages)

Section 00 6113.13 FORM OF PERFORMANCE BOND

1. **REPLACE** section in its entirety. Reprinted to remove ‘Preliminary’ watermark. ....(1 page)

Section 00 6113.16 FORM OF PAYMENT BOND

1. **REPLACE** section in its entirety. Reprinted to remove ‘Preliminary’ watermark. ....(1 page)

Section 00 6123 FORM OF RETAINAGE FUND ESCROW AGREEMENT

1. **REPLACE** section in its entirety. Reprinted to remove ‘Preliminary’ watermark. ....(3 pages)

Section 00 7200 GENERAL CONDITIONS

1. **REPLACE** section in its entirety. Reprinted to remove ‘Preliminary’ watermark. ....(73 pages)

Section 01 0150 PROJECT SCHEDULE

1. **RENAME** section bookmark in .PDF digital copy from “01 0150 PROJECT SCHEDULE” to “00 3113 PROJECT SCHEDULE”

**DRAWING MODIFICATIONS**

SHEET AD.01 – ENLARGED DEMO PLAN

1. **REPLACE** SHEET – Sheet reprinted to improve legibility of screened reference survey information. ....(1 sheet)

SHEET AD.02 – ENLARGED DEMO PLAN

1. **REPLACE** SHEET – Sheet reprinted to improve legibility of screened reference survey information. ....(1 sheet)

SHEET A2.01 – ENLARGED PLANS

1. **REPLACE** SHEET – Sheet reprinted to improve legibility of screened reference survey information.....(1 sheet)

SHEET M0.01 – MECHANICAL LEGEND

1. On Legend, **UPDATE** Natural Gas System Notes per attachment SHEET M0.01.....(1 sheet)

SHEET HM1.0 – RBM GENERAL NOTES

1. On Asbestos-containing Materials Summary Table, **REVISE** 2 EA ACM Large Bore (~10" OD)... to 5 EA ACM Large Bore (~10" OD).....(1 sheet)

SHEET HM1.1 – RBM CAFETERIA PLAN – EXTERIOR AND LIGHTS

1. On Floor Plan, **ADD** additional covered walkway heading east towards administration building.
2. On Floor Plan, **ADD** Flag/Sheet Note 3 hatching and flag to eastern end of covered walkway to depict 3 additional ACM large bore fittings.....(1 sheet)

END OF ADDENDUM NO.1

PART 1 GENERAL

1.01 GENERAL

The bid, to be entitled to consideration, must comply with the following instructions. A contract, if awarded, will be subject to all of the terms and conditions of the Contract Documents, which are comprised of the Invitation to Bid, Instructions to Bidders, Form of Bid, Contract form Supplied by Owner, General Conditions, General Requirements, and Technical Specifications.

1.02 EXAMINATION OF SITE AND CONDITIONS

The bidder is required to examine carefully the site of the proposed work, the proposal, plans and specifications and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work as scheduled, or as at any time altered without resulting in increases or decreases of more than the percentage limits stipulated in the hereinafter-mentioned specifications; and as to the character, quality and entities of work to be performed and material to be furnished, including said increases or decreases, and as to the requirements of the plans, specifications, supplemental specifications, special provisions and contract.

No statement made by any officer, agent or employee of the [Owner or Architect], in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, without issuance of an addendum.

1.03 PROPOSAL SUMS

The sum of money shown on the proposal covering all work included in Base Bid Contract Documents, together with any addenda thereto and/or for unit prices called for, or for any alternates called for, shall include all items of labor, material, equipment, overhead and compensation to complete all of the work under each particular heading. Bid shall not include any applicable State or Local Sales Taxes, but shall include all other taxes, including without limitation, income and business and occupation taxes.

1.04 SALES TAXES

Sales Taxes will be collected from the Owner and will be paid to the State by the Contractor in conformance with the law. A proportion of the amount of Sales Taxes will be added to each payment voucher. The Contractor shall furnish proof of payment of all taxes required by law.

1.05 LAWS AND REGULATIONS

The bidder is assumed to be familiar with all Federal, State, County and City laws and regulations which in any manner affect those engaged or employed in the work or the materials or Equipment used in the proposed construction, or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof.

1.06 BID SECURITY

All bids must be accompanied by bid deposit in the form of a Surety Bond, Postal Money Order, Cashier's Check or Certified Check made payable to Marysville School District, in the amount equal to 5% of the amount of the bid proposed as evidence of good faith. Failure of the successful bidder to enter into the contract, and to furnish a Contractor's Performance and Payment Bond and required insurance documents within ten (10) days after issuance of Notice of Intent to Award Contract, exclusive of the day of notice, will result in the amount of the bid deposit being forfeited to the Owner, as liquidated damages but not as a penalty. The Owner will retain the bid security of the three lowest bidders until award and execution of the construction contract.

1.07 LIQUIDATED DAMAGES

Time is of the essence of the work under the contract. Contractors shall note that the work must be completed within the time limit stated in the Contract Documents. Failure to timely complete this contract will result in liquidated damages pursuant to the Contract Documents.

Once Substantial Completion is given on the work, the Contractor will have thirty (30) days to fully complete the work. If the work is not fully complete, the Contractor will be responsible for all costs of Owner.

1.08 FILLING IN THE BID FORMS

The bidder shall submit its bid on the forms furnished by the Owner in these specifications. All blank spaces in the bid form shall be properly filled in. If the bid is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the authorized signature of the person signing. If the bid is made by a corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation. The address of the bidder's office that is physically located closest to the Project shall be typed or printed on the bid. In the event of any discrepancy between the written amount and the numbers, the written amount shall govern.

1.09 SUBMISSION OF BID

Each Form of Bid shall be completely sealed in a package, properly addressed to the Owner, Marysville School District, Marysville, Washington 98270, with the name of the bidder, project name, and bid number written on the outside of the package.

Bids will be received up to the time and place stated in the Invitation to Bid. The Advertisement for Bids provides that a deposit for plans and specifications will be required from each bidder.

The Owner reserves the right to reject any or all bids and to waive informalities.

1.10 SUBSTITUTIONS AND APPROVAL BEFORE RECEIPT OF BIDS

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's name, trademark, model or catalog number, only such specific items may be used in the base bid, except as hereinafter provided.

When the term "or approved equal" is employed, any item or material not specifically named by manufacturer's name shall be subject to the Owner's approval. Requests for approval shall be submitted to the Architect in writing at least five (5) days prior to the due date for submission of bids. Requests received after that time will not be considered.

Requests for approval shall clearly describe the product for which approval is asked, the specific application, and shall be accompanied by samples, record of performance, certified copies of tests by impartial and recognized laboratories, and such additional information as the Architect may reasonably request. Approval of all items and materials will be given only by written addendum sent to all prime bidders. The Owner's decision of approval or disapproval of a requested substitution or alternate shall be final.

Proposals for changes in structure, design or function will not be considered. The cost of any redesign caused by a substitution shall be borne by the substituting Contractor.

1.11 WITHDRAWAL OF BID

At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw its bid by written notice received prior to the exact hour and date specified for the receipt of Bids. A Bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the Bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of Bids. All requests for withdrawal of Bids, whether in person or written, shall not reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

After the scheduled closing time for the receipt of bids or before the award of Contract, except for claims of error granted by the Owner, no bidder will be permitted to withdraw his bid unless said award is delayed for a period exceeding thirty (30) days, or until execution of Contract, whichever is the shorter time.

Requests to withdraw a Bid due to error must be submitted in writing along with supporting evidence for such claim for review by the Owner. Evidence must be delivered to the Owner within two (2) business days after request to withdraw. The Owner reserves the right to require additional records or information to evaluate the request. Any review by the Owner of a Bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the Owner to discover any other Bid error or mistake, and the sole liability for any Bid error or mistake rests with the Bidder.

1.12 OPENING OF BIDS

At the time and place set for the opening and reading of bids, each and every bid (except those which may have been withdrawn in accordance with the foregoing WITHDRAWAL OF BID) received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

1.13 EVIDENCE OF QUALIFICATIONS

Upon request of the Owner, a bidder whose bid is under consideration for award of the Contract, shall promptly submit satisfactory evidence of its financial resources, its experience, references, and the organization and equipment it has available for the performance of the Contract.

1.14 EXECUTION OF CONTRACT

The successful bidder will be required within ten (10) days after issuance of Notice of Intent to Award Contract to execute a public works Contract (Modified AIA Form or other form supplied by Owner) and to furnish a separate Performance Bond and Payment Bond, each for 100% of the Contract sum, plus sales tax, and the required evidence of insurance for the minimum coverages as described in the Contract Documents.

1.15 REQUIREMENTS FOR EXECUTION OF DOCUMENTS

All documents required to be executed by the Contract Documents, such as the Contract, Bonds and Bid Forms, shall comply with the following:

Proprietorship

Execution by the Contractor should be in the correct legal name. If a sole proprietorship (even though the words "And Company" appear), the person should name himself/herself as Owner. Example: John Doe dba/John Doe Company.

Partnership

If the Contractor is a partnership, the managing partner should sign, describing himself/herself as such.

Corporation

If the Contractor is a corporation, a signature for the corporation by the President or equivalent and by the Secretary or equivalent, describing themselves as such will be presumed sufficient. If the corporation has a resolution or copy of by-laws authorizing some other signature, the resolution or copy of the by-laws should be with the Contract.

Authorized signatures for the bonding company and satisfactory evidence of said authority, is required on the Performance and Payment Bond.

1.16 SUBCONTRACTOR PERFORMANCE BONDS AND BONDABILITY

Within ten (10) days after the issuance of the Notice of Intent to Award, the Subcontractors listed on the Form of Bid shall deliver evidence of their performance and payment bondability to the Owner through the Contractor. The evidence of bondability shall be in an amount equal to the full sum of the subcontract between the Subcontractor and the Contractor but shall not include sales tax. If the Owner elects to require such performance and payment bond(s) from one or more of the Subcontractors, it must so notify the Contractor in writing within fourteen (14) days of receipt of the evidence of bondability from the respective Subcontractor, in which case the Contract Sum shall be increased by a Change Order in the amount specified in the Owner's written notice, unless otherwise agreed by the parties. Such performance and payment bond(s) from Subcontractors shall meet the requirements for same contained in the Contract Documents.

1.17 TIME OF DELIVERY OF BOND

The Bidder shall deliver the required Performance Bond and Payment Bond to the Owner not later than ten (10) days after issuance of Notice of Intent to Award Contract. No Work may be performed prior to the submittal and approval of the Bonds .

Unless otherwise specified in the Bidding Documents, the Bonds shall be written in Statutory Form as required by State of Washington RCW 39.08 and the Contract Documents by a surety firm licensed to do business in the State of Washington with an A.M. Best rating of not less than specified in Article 11 of the General Conditions. The Bidder shall require the Attorney-in-Fact who executed the required Bonds on behalf of the surety to affix thereto a certified and current copy of Power of Attorney.

1.18 DISCREPANCIES

Should a bidder find discrepancies in, or omission from, the drawings or specifications, or be in doubt as to their meaning, the bidder should at once notify the [Owner or Architect], who will send a written instruction to all bidders in the form of an addendum. Neither the Owner nor the Architect will be responsible for any oral instructions. Questions received less than 72 hours before bids close cannot be answered. All addenda issued during the time of bidding will be numbered consecutively and will be incorporated into the contract. It is the Contractor's responsibility to be sure that it has checked all addenda.

1.19 PLANS AND SPECIFICATIONS

Plans and specifications must be returned to the reprographics company in an unmutilated condition within ten (10) days of bid opening in order to have the plan deposit returned.

1.20 PRE-BID CONFERENCE

**Voluntary** pre-bid conferences will be held on May 26th at Marysville Pilchuck High School, 5611 108<sup>th</sup> St NE Marysville, Washington at 3pm, Washington, to answer any questions, review the scope of the work and the documents. Failure to attend one of these conferences may result in the inability of the contractor to submit a bid. All general contractor bidders must sign in on the attendance sheet.



1.21 FORFEITURE OF BID GUARANTEE

Should the successful bidder fail to enter into the Contract and furnish the required Performance and Payment Bond and insurance documents within ten (10) days after issuance of Notice of Intent to Award Contract, its bid guarantee will be forfeited to the Owner as liquidated damages, but not a penalty.

1.22 ALTERNATE BIDS AND UNIT PRICES (If Applicable)

If applicable in the plans and specifications, Contractor shall, at the time of submitting base bids, submit bids on alternates and/or unit prices on the Form of Bid. Alternate bids and unit prices, other than those provided in the Contract Documents, cannot be considered. Failure to bid upon all Alternates called for will result in the bid being considered responsive only as to those alternates for which a bid is submitted. A bidder that does not submit a bid on each alternate item assumes all risk that its bid will be rejected as non-responsive if the Owner, in its sole discretion, chooses to accept alternate(s) for which the bidder does not submit a bid.

1.23 REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Contract Documents and shall report any error, inconsistency or omission for instructions by the [Owner or Architect] per Paragraph 1.18 herein. If instructions are issued after the bid, this will result in the more costly solution being utilized, with no change in the bid price.

1.24 BIDDER RESPONSIBILITY

It is the intent of the Owner to award a contract to the low responsible bidder. Per RCW 39.04.350, 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 following:

- A. Have a certificate of registration as a contractor in accordance with RCW Chapter 18.27 effective at time of bid (please submit with your bid);
- B. Have current state Unified Business Identifier (UBI) number;
- C. If applicable:
  - 1) Have Industrial Insurance (worker's compensation) coverage for the bidder's employees working in Washington, as required in RCW 51.
  - 2) Have a Washington Employment Security Department Number as required in RCW 50.
  - 3) Have a Washington Department of Revenue State Excise Tax registration number as required in RCW 82.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

- E. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption;
- F. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW;
- G. The bidder responsibility criteria described in RCW 39.26.160(2); and
- H. The following additional supplemental bidder criteria:
  - 1) More than one proposal on the same project from a bidder under the same or different names.
  - 2) Evidence of collusion with any other bidder or bidders. Participants in such collusion shall be disqualified from submitting bids on future bids.
  - 3) If bidder is not qualified for the work involved or to the extent of its bid.
  - 4) Unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship or progress, as shown by past or current work for the Owner.
  - 5) Uncompleted work, whether for the Owner or otherwise, which would hinder or prevent the prompt completion of work bid upon.
  - 6) Failure to pay or settle bills for labor or materials on former or current contracts.

1.25 SUBCONTRACTOR BIDDER RESPONSIBILITY

RCW 39.06.020 requires the contractor and subcontractor include language of this section in each of its first tier subcontracts, and shall require of each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the

subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

- A. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
- 1) Have a current certificate of registration in compliance with RCW 18.27, which must have been in effect at the time of subcontract bid submittal;
  - 2) Have a current Washington Unified Business Identified (UBI) number;
  - 3) If applicable, have:
    - i. Industrial Insurance (worker's compensation) coverage for the subcontractor's employees working in Washington, as required by RCW 51;
    - ii. A Washington Department of Employment Security number as required in RCW 50;
    - iii. A Washington Department of Revenue state excise tax registration number as required in RCW 82;
    - iv. An electrical contractor license, if required by RCW 19.28;
    - v. An elevator contractor license, if required by RCW 70.87
  - 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

#### 1.26 AWARD OF CONTRACT

Pursuant to RCW 39.26.160(2), the Owner reserves the right to award a contract to the lowest responsive and responsible Bidder as determined by the Owner. If an award is made, one contract will be awarded for all of the work to be performed. The lowest Bid will be based on the aggregate sum of "Base Bid" plus any Alternates selected by the Owner in its sole discretion. The Owner reserves the right to reject any and all bids and make further calls for bids in the same manner as the original Invitation.

#### 1.27 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

In accordance with RCW 39.04.380, the Owner will apply a Comparable Percentage Disadvantage (CPD) to bids received from nonresident contractors from states that provide in-state percentage bidding preferences, unless such contractors have a physical office located in the state of Washington at the time of bidding. The applicable CPD will be the same percentage advantage that such states provide to their resident contractors. As of March 2012, the four states with in-state bidding preferences on public works projects (Alaska, Nevada, New Mexico & Wyoming) all have 5% bid preferences for resident contractors. The state of residence for resident and nonresident contractors is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

For the purpose of determining a successful bidder, the bid amounts submitted by nonresident contractors that do not have a physical office in Washington state will be increased by the applicable CPD. The "bid amount" for such contractors shall be the total of the base bid and all accepted alternate bid items. A CPD of the same percentage as is provided as an advantage by such a non-resident contractor's state of residence shall be

added to the bid amount. The resulting Disadvantaged Bid Total shall be compared to the actual bid amounts submitted by resident contractors and nonresident contractors with a physical office located in Washington state at the time of bidding. See example below.

|   |            |
|---|------------|
| EXAMPLE: Alaska Nonresident Contractor Bid Amount | \$100,000  |
| Multiplied by the Alaska CPD rate                 | x 0.05     |
| Alaska CPD Amount                                 | \$ 5,000   |
| <br>  |            |
| Alaska Nonresident Contractor Actual Bid Amount   | \$100,000  |
| Alaska CPD Amount                                 | \$ 5,000   |
| Disadvantaged Bid Total                           | \$105,000* |

\*Note - If a Disadvantaged Bid Total is lower than all other actual bid amounts, the Alaska Nonresident Contractor would be the successful bidder and would be considered for award of a contract in the amount of \$100,000.

If the Disadvantaged Bid Total is higher than the actual bid amounts submitted by resident bidders or bidders with a physical office in Washington state, the lower responsive bids will be considered for award of a contract in the amounts of their actual bids.

1.28 NON- DISCRIMINATION

The Owner is an equal opportunity employer. The bidder understands and agrees that its non-compliance with applicable Federal and State anti-discrimination laws may result in rejection of the bid or subsequent cancellation of this contract.

1.29 PREVAILING WAGES

This is a prevailing wage project, subject to the provisions of RCW 39.12, except that, off-site manufacturers of standard items for sale on the general market are not subject to the prevailing wage requirements of the Statute. Even though prevailing wage rates may be listed in the Contract Documents, the Contractor is responsible to verify the accuracy of any such listing.

1.30 ADDENDA

Addenda will be mailed, delivered, emailed, or faxed to all who are known by the Architect to have received a complete set of Bidding Documents.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addendum will be issued later than three days prior to the date for receipt of Bids except an Addendum if necessary, postponing the date for receipt of Bids or withdrawing the requests for Bids.

It is the Bidder's responsibility to ascertain prior to submitting the Bid that the Bidder has received all Addenda issued, and shall acknowledge their receipt in the space provided on

the Bid Form.

1.31 SUBCONTRACTOR LIST

For those projects where the Owner's estimate of the cost of the work is one million dollars or more, the Contractor shall submit the following in a manner consistent with the requirements of RCW 39.30.360. Failure of the bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder's bid nonresponsive and, therefore, void:

1. Within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work; and
2. Within forty-eight hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel installation and rebar installation.

1.32 RIGHT OF AUDIT

The Owner or its representative shall have the right to audit the books and records of any bidder or any proposed subcontractor or supplier of any tier. The bidder shall provide the Owner with access to any books, correspondence, instructions, receipts, vouchers, memoranda and other records relating to the bid. The bidder authorizes the Owner (and shall require its proposed subcontractors to authorize the owner) to communicate directly with suppliers of labor and material regarding items chargeable to the owner and, if it so elects, to confirm balances due.

1.33 APPRENTICESHIP REQUIREMENTS

The Owner supports efforts to increase apprenticeship utilization in the construction industry. Refer to detailed requirements contained in the Specifications.

1.34 BID PROTESTS

If a bidder submits a written protest to the Owner within two full business days following bid opening, the Owner shall not execute a contract with any other bidder without first providing at least two full business days' written notice to the protesting bidder of the Owner's response and intent regarding executing a contract for the Project. In order to be considered, a bid protest must be submitted to Owner in writing and describe all facts and applicable law on which the protest is based. Owner shall review the written protest, may (but is not obligated to) meet with parties interested in the protest, and shall respond in writing to the protest. Owner's response shall be the final decision of the Owner and, unless otherwise stated in the response, shall constitute notice of the Owner's intent regarding execution of a contract for the Project. Accessing this administrative process is a condition precedent to any right of a disappointed bidder to challenge the Owner's award of contract in court.

END OF INSTRUCTIONS TO BIDDERS