

ADDENDUM:

1

TODAY'S DATE:

9/25/24

PROJECT NAME: Cedar Grove Roof Replacement

CONTACT / TITLE: Carl Frankel

PROJECT MANAGER

PHONE / EMAIL: 206-574-1249

Carlf@kcha.org

This Addendum is used to Identify Items in the Original Documents with Action as Follows:

☒ **BID**

☐ **RFQ**

☐ **RFP**

☐ **CLARIFY**

☒ **CHANGE**

☐ **DELETE**

☐ **ADD**

☐ **SUBSTITUTE**

11 Page(s) Total for this Addenda including this page.

1. **CHANGE:** Section B.1-Bid Forms of the bid documents have been changed. Disregard the original Section B.1 Bid Forms and submit your bid using the Section B.1 Bid Forms attached to this addendum.
2. **CLARIFY:** All other B sections (B.2-B.12) from the original bid documents remain and are to be used and are required for a complete bid package submittal.
3. **CHANGE:** The Site address listed on the Bid Book cover page and within the bid book is incorrect. The correct site addresses are as follows:

Base bid site address is Site #1 Building B 816-822 Bingham Place, Sedro Woolley WA. 98284

Alternate #1 is Site #1 Building A 804-814 Bingham Place, Sedro Woolley, WA. 98284

Alternate #2 is Site #2 Building C 622-630 Jennings St, Sedro Woolley, WA 98284
4. **CHANGE:** This project will have No Owner Directed Contingency.

END OF ADDENDUM # 1



BID FORM – RETURN EACH FORM SINGLE SIDED

BID TO:

KING COUNTY HOUSING AUTHORITY
CAPITAL CONSTRUCTION DEPARTMENT
700 Andover Park West, Suite C * Tukwila, WA 98188

PROJECT NAME AND LOCATION:

Cedar Grove Roof Replacement
1413 4th St., Sedro-Woolley, WA 98284

SCOPE OF WORK:

The Cedar Grove project consists of two (2) separate sites in the City of Sedro-Woolley located in Skagit County. Both sites were built in 1971 and have similar styles and materials. All units at both sites are two (2) story structures. The Community Building is one (1) story with clerestory windows and is not included in this project. The typical existing roof construction consists of roof trusses, ½” sheathing, vapor barrier and asphalt shingles. The tenant population is comprised of families with children and will be occupied during the entire project. The Contractor must provide a safe, clean working environment. Since work will be mostly overhead, the Contractor will need to use caution tape, fencing, spotters and all other means to secure areas below work zones. The Roof Replacement Project at Site #1 & Site #2 is comprised of (but not limited to) demolition and replacement of all existing roofing, underlayment, vents, vent ridge structures, boots, fall arrest system, gutters, downspouts, fascia, barge boards, soffits and all appurtenances per plans, Specifications and Scope of Work.

Roof Work to Include: Extend rafter tails (in specific areas only) and re-sheath to create a continuous roof edge at each section, infill ridge vent structures to match existing roof plane, replace barge boards, fascia and soffits. Replace areas of damaged roof sheathing, install new vapor barriers, underlayment and composite shingles, vents, boots, fall arrest system, gutters and downspouts tying into existing drain locations and all other work per Plans, Specifications and Scope of Work. These roof upgrades apply to all roofs at Site #1 Building (A) 804-814 and Building (B) 816-822 Bingham Place, Sedro Woolley 98284: Site #2 Building (C) 622-630 Jennings Street, Sedro-Woolley 98284.

For complete scope, please see E.1 Scope of Work and Technical Specifications

BASE BID:

Bidders must provide a cost for **each and every** bid item (even if the amount is **\$0.00**), for the bid to be considered responsive. Where conflict occurs between the bid item values entered and the total amount written, the bid item price(s) shall prevail, and totals will be corrected to conform thereto. The work of the various items is described throughout the Contract Documents.

Total Base Bid Lump Sum Amount (Gross Contract Price) should include all applicable taxes. King County Housing Authority (KCHA) will only pay this Gross Contract Price. Contractors shall review the State of Washington Department of Revenue Ruling WAC 458-20-17001 (included in bid documents) and all other applicable documents for tax obligations.

Contractor must pay the attached ☐ Davis Bacon / ☒ Non-Routine Maintenance as the Minimum Wages and Fringe Benefits for the construction workers under this contract.

Bidding Contractor's Company Name: _____ Initials: _____



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The Bidder agrees to accept as full payment for the Work, as specified in the Contract Documents, and based upon the undersigned's own estimate of quantities and costs, the following stipulated sums.

BASE BID: Site 1 Building B (4 Units) Bingham Place		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
TOTAL BID AMOUNT: (all costs inclusive – A, B, and C)		
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

ALTERNATE PRICE #1: Site 1 Building A (6 Units) Bingham Place		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
TOTAL BID AMOUNT: (all costs inclusive – A, B, and C)		
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

ALTERNATE PRICE #2: Site 2 Building C (6 Units)		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
TOTAL BID AMOUNT: (all costs inclusive – A, B, and C)		
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

Bidding Contractor's Company Name: _____ Initials: _____



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UNIT PRICES:

Unit prices are considered for use when small quantities are needed and additional competitive bidding is not required for price justification. An unforeseen condition requiring large quantities resulting in a substantial change in scope of new work will not be considered applicable for unit pricing. Large deviations in the scope of work will be addressed and evaluated through a bid process or on a Time Material basis as stipulated in the contract documents. Acceptance of any unit pricing is at the Owner's discretion.

UNIT PRICE # 1 ROOF SHEATHING CDX		
Contractor to provide a Unit price based for addition/deduct of one (1) 4'x8' (32SF) x 1/2" CDX to include removal and legal disposal of existing 1/2" plywood sheathing and install new 1/2" CDX plywood. These unit values shall include full compensation for furnishing, placing, removing, legal disposal, installing, all labor and necessary equipment related to this item. All damaged sheathing must be reviewed and approved by the Owner's representative prior to the removal and replacement.		
A.	Materials , including all applicable Taxes	\$
B.	Labor	\$
C.	O & P , including all applicable Fees	\$
TOTAL BID AMOUNT: (all costs inclusive – A, B, and C)		\$
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

UNIT PRICE #2 JOURNEYMAN CARPENTER WAGE RATE		
Provide hourly rate for Journeyman Carpenter. This unit price will be used for change order purposes for addition or deduction of cost associated for work.		
A.	Rate	\$
B.	Fringe Benefits	\$
TOTAL BID AMOUNT: (all costs inclusive – A and B)		\$
		And No/100 Dollars
Enter Written Total Bid Amount above. NOTE: PRINT dollar amount, round to nearest dollar, no cents.		

COMPLETE BID:

Contractor shall include all costs of doing the work shown, described, and intended by the Contract Documents, within the lump sum bid prices in the Proposal.

LOW BIDDER DETERMINATION:

The determination of the Low Bidder will be determined on the basis of the Grand Total of the Total Base Bid Price plus Owner-Directed Work Total. The Owner reserves the right to accept any, all, or no Additive items at the time of Award, or at any time thereafter.

RIGHT TO AWARD THE CONTRACT:

KCHA reserves the right to award the Contract to the Contractor based on the Contractor's Qualifications, Bonding Capacity and ability to Complete the Project within the Completion Time allowed for project. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned within Seven (7) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a Contract in the prescribed form within Seven (7) calendar days after the Contract is presented for signature.

Bidding Contractor's Company Name: _____ Initials: _____



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RIGHT TO REJECT BIDS:

KCHA Reserves the Right to Reject any and all Bids and select any bid options (Base Bid/Alternate Bid or both). In addition, KCHA Reserves the Right to Refuse to Award a Bid to a Contractor based on the Contractor's Past Performance, and/or Unresolved Issues with KCHA, as well as unresolved issues with Washington State Labor & Industries. No Extension of Completion is allowed.

KCHA also Reserves the Right to Reject all bids, for any reason, prior to Contract Execution.

The undersigned hereby agrees that this proposal shall be a Valid and Firm Offer for the following calendar days from the date of the Bid Opening.

Calendar Days: SIXTY (60)

If the Contractor's Bid is determined to be "Not Responsible", KCHA will issue in writing the specific reasons for this determination. Your company will be allowed to appeal this decision. The appeal must be in writing. The appeal must be delivered to KCHA at the address provided in the determination of 'Not Responsible' within two (2) business days after KCHA makes the decision. The appeal may include additional information that was not included in the original Bid Documents. KCHA will make a final determination after the receipt of the appeal. The final determination may not be appealed.

ADDENDUM RECEIPT: (Receipt of the following Addenda is acknowledged)

Addendum No.: _____
Addendum No.: _____
Addendum No.: _____
Addendum No.: _____

Date: _____
Date: _____
Date: _____
Date: _____

NO ADDENDA were received

☐

START TIME OF CONSTRUCTION:

Construction for the project must be started in accordance with the written Notice to Proceed Date issued by KCHA.

COMPLETION TIME OF CONSTRUCTION:

The undersigned hereby agrees to significantly complete the project within the construction period or duration (**Construction Period/Duration: NTP "construction start" to physical completion**) all the work required under the Contract and in accordance with the Contract Documents. Time allowed to complete the project (including punch list items) shall be the following number of Calendar Days from the Notice to Proceed Date issued by KCHA:

Calendar Days: SIXTY (60)*

** This is total construction time and does not include any delays that may be caused by supply chain issues.*

PRELIMINARY SCHEDULE:

MANDATORY: Contractor is to **provide** a preliminary Master Project Schedule in Microsoft Project, Primavera or similar and will include task durations and a project duration/completion date **at time of bid.**

METHOD OF PAYMENT:

Bidding Contractor's Company Name: _____ Initials: _____



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Contract Amount shall be paid by KCHA to the Contractor monthly from the date of Contract, based on Contractor's Invoice of percentage of 'Completion'. Contractor shall use the AIA-G702 and G703 forms for Application and Certificate for Payment for Invoice Submittal.

CONTRACT RETENTION:

KCHA will withhold Contract Retention at the following Rate, pursuant to the General Conditions and will be released upon receipt of the Proper clearances from all pertinent state agencies. Release of Retention will not be made until All Requirements for Release, including clearances from State Agencies are received.

Retention Rate: FIVE PERCENT (5%)

CLOSEOUT PERCENTAGE:

Contractor to include in his Schedule of Values **Closeout Costs**; this is a percentage of the contract bid amount for costs associated with closing out the project as described in Section 01 77 00.

Closeout Percentage: FIVE PERCENT (5%)

LIQUIDATED DAMAGES:

Timely performance and completion of the Work is essential to the Owner and time limits stated in the Agreement are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work or Contract Completion of the entire project does not occur in the time limits defined in the Contract or subsequent change order. Liquidated damages are not assessed as a penalty, but as liquidated damages for breach of contract. The amount is fixed and agreed upon by the Contractor and Owner due to the extreme difficulty and impracticability of fixing and ascertaining the actual damages the Owner would sustain.

This amount is construed as actual amount of damages to the Owner and may be retained by the Owner and deducted from any payments to the Contractor. Assessment of liquidated damages does not release the Contractor for obligations in the Agreement. If different and separate completion dates are stated in the Agreement (or subsequent change order) for separate parts or stages of the Work, the amount of liquidated damages shall apply and may be assessed on those parts or stages of the Work which are delays.

If the Contractor fails to complete the Work by the Time for Substantial Completion stated above (or amended by a subsequent change order), then the Contractor agrees to abide by all provision of the Liquidated Damages clause to the Contract. Liquidated Damages shall be in the following DOLLAR AMOUNT per Calendar Days and will be assessed for each day that the Contractor exceeds the time for substantial completion stated above as follows:

Dollar Amount: FIVE HUNDRED DOLLARS AND NO/100 (\$500.00)

INDEMNIFICATION AND HOLD HARMLESS:

The Contractor hereby agrees that, to the fullest extent permitted by law, it will defend, indemnify and hold KCHA and its officials, partners, volunteers, agents and employees (the "Indemnities") harmless from and against any and all claims, losses, damages and expenses, including attorney's fees incurred with respect thereto or in enforcing this indemnity, which in any manner arise out of or in connection with, or result from:

Bidding Contractor's Company Name: _____ Initials: _____



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1. The Work to be performed pursuant to this contract (the ‘Work’), or
2. Any Act or Omission of:
 - a. The Contractor;
 - b. Any Subcontractor, Lower Tier Contractor, or Supplier engaged with respect to the Work;
 - c. Any other party acting at the direction, at the request or under the control of the Contractor with respect to this contract or the Work; or
 - d. The Officers, Directors, Partners, Employees, Volunteers or Agents of any of the foregoing, or the successors in interest of any of them.

Notwithstanding the foregoing, however, the Contractor shall not be required to indemnify and Indemnatee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the intentional misconduct or sole negligence of the Indemnatee, and if such damages are caused by or result from the concurrent negligence of the Indemnatee and the Contractor or its employees or agents, then the Contractor’s indemnity hereunder shall be limited to the extent of the negligence of the Contractor or its employees or agents. For purposes of this Indemnity, the Contractor waives its immunity under industrial insurance, Title 51 of the Revised Code of Washington, and acknowledges that the parties have negotiated this waiver for the purposes of this agreement.

The Contractor hereby agrees to require all its Subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract to execute an indemnity agreement substantively identical to the proceeding one, specifically naming KCHA as an indemnitee, and the Contractor’s failure to do so shall constitute a material breach of this contract by the Contractor.

LOCAL RESIDENCE HIRING AND CONTRACTING REQUIREMENTS FOR SECTION 3:

The undersigned agrees to adhere to the Local Resident Hiring and Contracting Requirements as defined in the Section 3 Documents. Failure to comply with this program “to the greatest extent feasible” may result in the withholding of progress payments until the breach of the contract is remedied. See Section 3 Certification Forms attached.

I certify, under penalty of perjury, that my company ☐ **Is a Section 3 Business**
☐ **Is Not a Section 3 Business**

(For further clarification for Section 3 Certification, refer to Sections A.8 and B.10.a)

BID WITHDRAWAL AFTER BID OPENING:

1. A bidder who submits an erroneous low bid may withdraw the bid at the risk of forfeiting the bid bond. The bid withdrawal is permissible if there was an obvious error in the low bid and the mistake is readily apparent from the bid itself. The bidder must notify KCHA and submit evidence of the error within twenty-four (24) hours of the bid opening.
2. Evaluating factors for return or forfeiture of bid bonds should include:
 - a. Whether the bidder acted in good faith;
 - b. Whether the bidder acted without gross negligence;
 - c. Whether the bidder gave prompt notice of the error;
 - d. Whether the bidder will suffer substantial detriment by forfeiture;
 - e. Whether KCHA’s status has not greatly changed, and no substantial hardship will be caused.

Bidding Contractor’s Company Name: _____ Initials: _____



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3. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

NOTIFICATION:

Contractors submitting bids must have current industrial insurance and not be disqualified from bidding (not suspended or debarred by any federal, state, or other public agency).

All or a portion of this contract is paid for by Federal Funds. As a result, Successful Contractors are subject to the following statutes: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

It will be the Contractor's obligation to comply with pertinent laws and implementing regulations, which provide for non-discrimination and accessibility in Federally Funded Housing and Non-Housing Programs for people with Disabilities. To read the full text of the Notice go to Go to www.kcha.org/business/requirements Scroll down to Fair Housing Laws and Read: **Fair Housing / Accessibility Notice**

Bidding Contractor's Company Name: _____ Initials: _____



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The undersigned acknowledges:

1. To have carefully reviewed and understood the scope of work and requirements under the Contract Documents and the complete scope of work as required under the Bid Proposal,
2. To have been provided the opportunity to physically assess the project site,
3. And affirms that the bid entered herein, shall be a complete bid in accordance with the terms of the Contract Documents,
4. That no person or company was employed or retained to solicit or obtain this contract and no payment of, or agreement to pay any person or company to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
 - a. Should any misrepresentation of the bidder be found, KCHA will have the right to 1) terminate the contract; 2) at its discretion, deduct from the contract payment amounts the amount of any commission, percentage, brokerage, or other contingent fee; or 3) any other remedy pursuant to the contract.
5. And hereby agrees to complete the Work required under the terms of the Contract Documents by the Completion Dates enumerated therein, and
6. That all Documents Submitted to KCHA will become Public Records, as per RCW 42.56. If you are submitting information, which you think is confidential and / or proprietary to your business; KCHA recommends that you do not submit that information, as KCHA cannot guarantee that type of information will be withheld from a public disclosure request.

Bidding Contractor's Company Name: _____ Initials: _____



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COMPANY INFORMATION *(please print all information):*

Name of Bidder's Company

Physical Street Address:

(Contractor MUST have a Physical Street Address)

City-State-Zip:

Mailing Address if different than Physical:

City-State-Zip:

Telephone:

Name of Person Authorized to Sign Contract:

(if Company is Awarded Contract)

Title of Person Authorized to Sign Contract:

(if Company is Awarded Contract)

Email Address of Person Authorized to Sign

Contract:

(if Company is Awarded Contract)

Website:

Contractor's License (WA State) Number:

UBI (Unified Business License) Number:

Employment Security Account Number:

State Excise Tax Registration Number:

Federal Tax I.D. Number:

☐ Exempt

Public Works Training (RCW39.04.350):

☐ Not Exempt – signed Compliance Statement
in Accordance with RCW 9A.72.085 is
provided

Bidding Contractor's Company Name: _____ Initials: _____



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- ☐ Check Box if your company is a Corporation and name the State Incorporated in below.
- ☐ Check Box if your company is a Partnership and provide Full Name(s) and Address of all parties below.
- ☐ Check Box if your company is also known as (aka) and list that name and address below.

_____	_____
_____	_____
_____	_____

NOTE: The penalty for making false statements in offer is prescribed in 18 U.S.C. 1001.

SUBMITTED ON: _____ Day of _____, 20____

Signature of Bidder

Print Name and Title

Bidding Contractor's Company Name: _____ Initials: _____