

INSTRUCTIONS TO BIDDERS & SPECIAL PROVISIONS

Homes for Good Office Remodel 100 W. 13th Avenue Eugene, Oregon

GENERAL

Chambers Construction invites your firm to submit a bid for providing all Supervision, Labor, Materials, Equipment, Tools, and everything necessary to accomplish various portions of subcontract work and supply of materials as required by the bid documents which are a part of the construction documents, whether or not bound herewith, and by reference.

1. BID DOCUMENTS:

The following documents form a part of and are included in the Contract Documents:

- A. Project Manual, Divisions 00-33, dated May 6, 2019 Divisions prepared by PIVOT Architecture, except those sections prepared by Chambers Constructions as identified below in paragraph 1, C.
- B. Drawings entitled Homes for Good Office Remodel, dated May 6, 2019 as prepared by PIVOT Architecture.
- C. Bid Instructions, Contract Requirements
 - a. Section 00 0116 – Invitation to Bid
 - b. Section 00 2113 – Instructions to Bidders
 - c. Section 00 4113 – Bid Form
 - d. Section 00 5263 – Purchase Order - Sample
 - e. Section 00 5213 – Subcontract Agreement - Sample
 - f. Section 00 5432 – Trade Damage Clause - Sample
 - g. Section 00 5442 – Textura Payment Procedures
 - h. Subsection of Section 01 2000 – Price and Payment Procedures, Para; 1.1, B,1

- 2. BID FORM: All bids must be submitted on the Section 00 4113 - Bid Form. Bidder may also submit, as a supplement separate to the bid form, clarifications to bidder's scope of work with the stipulation that bidder acknowledges all terms, conditions and bid instructions listed in this Instructions to Bidders take precedence. Bidders are required to submit Lump Sum bids on the Work and if requested, any prescribed Alternates & Unit Prices.

3. BID DATE: **Thursday May 23, 2019 until 2:00 PM.**

Faxed and/or e-mailed bids will be received by Chambers Construction Co., Construction Manager/General Contractor (CCB #114258), for Homes for Good on **May 23, 2019 until 2:00 p.m.** local time at Chambers Construction Office, 3028 Judkins Rd #1, Eugene, Oregon, 97403, or by e-mail/fax: banderson@chambers-gc.com Tel (541) 687-9445, Fax (541) 687-9451.

Delivery of Bids shall be conducted in accordance with 00 0116 Invitation to Bid. Bidders bear

the responsibility to insure their Bid arrives prior to the Bid closing time. Label clearly on Bid the Project Name.

4. PRE-BID CONFERENCE: None.

5. CONTRACT INFORMATION

The Subcontract Agreement will be awarded on a standard Chambers Construction Subcontract Agreement form for any work requiring labor at the jobsite. Purchase Orders will be awarded on a standard Chambers Construction Purchase Order Agreement form only for the supply of materials. Copies of these forms are included in the Project Manual. Any proposed modifications are to be included with the bid. Chambers Construction may reject any bid that includes unacceptable modifications to the Subcontract Agreement.

6 REQUEST FOR CLARIFICATION & DISCREPANCIES

Regarding Technical Questions - Should a bidder have a Request for Clarification or find discrepancies, ambiguities, or omissions in the bid documents relating to technical requirements, or should a bidder be in doubt as to their meaning, bidder should direct technical questions to:

PIVOT Architecture
Theresa Maurer, NCIDQ, IIDA
541.762.1617
tmaurer@pivotarchitecture.com

Regarding Administrative Questions - Should a bidder have a Request for Clarification or find discrepancies, ambiguities, or omissions in the request for bid package relating to administrative requirements, or should a bidder be in doubt as to their meaning, bidder should contact the CM/GC: Chambers Construction, attn.:

Chris Boyum
541-687-9445
cboyum@chambers-gc.com

Under no circumstances shall the Owner be contacted by any bidder.

7 PLAN CENTERS: The Bid Documents may be viewed at the following plan centers

Eugene Builder's Exchange, 2460 W. 11th, Eugene, OR 97402
PH (541) 484-5331 FX (541) 484-5884

Daily Journal of Commerce, 921 SW Washington St., Ste 210, Portland, OR 97205
PH (503) 274-0624 FX (503) 274-2616

Douglas Plan Center, 3076 NE Diamond Lake Blvd, Roseburg, OR 97470
PH (541) 440-9030 FX (541) 440-8937

Contractor Plan Center, 5438 SE International Way, Milwaukie, OR 97222
PH (503) 650-0148 FX (503) 650-8273

Salem Contractor's Exchange, 2256 Judson Street SE, Salem, OR 97309
PH (503) 362-7957 FX (503) 362-1651

McGraw Hill Construction, 3461 NW Yeon Avenue, Portland, OR 97210
PH (253) 922-7172

Premier Builders Exchange, 1902 NE 4th Street, Bend, OR 97701
PH (541) 389-0123 FX (541) 389-1549

Willamette Valley Bid Center, 32054 Old Hwy 34, Tangent, OR 97389
PH (651) 928-5159 FX (541) 928-0865

Bidding Documents may also be examined at:

Chambers Construction Office, 3028 Judkins Rd #1, Eugene, Oregon 97403.

PH (541) 687-9445 FX (541) 687-9451

Chambers Website: <https://planroom.chambersconstruction.com/>

- 8 OWNER / CMGC CONTRACT INFORMATION: All contract documents including the contract between Chambers Construction and Homes for Good Housing Agency is available for review at Chambers Construction Main Office. The Subcontractor agrees to be bound to Contractor by the terms of the contract documents. All reference to and requirements of "Contractor" in the contract documents pertain to subcontractor as well.
- 9 INCOMPLETE PLANS: If the work in the documents defined is not complete or does not provide a fully functional system, include the cost for providing a complete and fully functional system. Bidder acknowledges they are providing a complete functional system which meets all installation code requirements under their base bid. Where no specific details are shown, Subcontractor shall include construction costs to conform to similar work as detailed elsewhere on the project.
- 10 DOCUMENT CONFLICTS: Subcontractor shall include cost to cover the most expensive construction method where conflicts occur in the documents.
- 11 COMPLETE DOCUMENT USE: Subcontractors shall base their bid, and if subsequently awarded a contract, on a complete set of contracts documents. A bid may be subject to rejection if noted to have been based on partial information. All subcontractors that receive a subsequently awarded contract shall construct the work utilizing complete sets of contract documents.
- 12 ADDENDA: Addenda will be posted to plan centers listed above. Bidders shall acknowledge receipt of any addenda prior to submitting a bid by identifying the addenda number in the space provided on the bid form. The last date for any addenda to be issued is anticipated to be **Friday, May 17th, 2019.**

Only those clarifications issued as Addenda by PIVOT Architecture, or as Amendments by Chambers Construction, in writing shall be valid and become part of the Contract Documents.

- 13 SUBSTITUTIONS: Substitution requests must be received by PIVOT Architecture for design team review no later than **noon on Tuesday, May 14, 2019** and be submitted in accordance with specification sections 01 60 00 of the Specifications.
- 14 BIDDER CLARIFICATIONS / EXCLUSIONS: In the event the Bidder excludes or clarifies an item of work that was included as part of their scope of work described in the Specifications (including Sections 00 and 01) or any other bidding document, the Bidder agrees to accept Chambers Construction's evaluation of the cost of the missing or clarified item for the purpose of comparing bids.
- 15 VALUE ENGINEERING: Bidders are encouraged to offer deductive alternate value engineering ideas indicated separately from the base bid. Contract award will not be affected by separate voluntary VE pricing.
- 16 ACCEPTANCE OF BID (AWARD): It is the intent of the Contractor to award a subcontract to the qualified Bidder which will, in conjunction with other procurements, result in the lowest total cost to the Owner. The CM/GC shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the CM/GC's judgment is in the Owner's best interest.

The CM/GC and Owner shall have the right to accept Prescribed Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest total cost to the Owner on the basis of the sum of the Base Bid and any or all Prescribed Alternates accepted.

Chambers Construction may negotiate bid price adjustments with the apparent low bidder, including changes in the contract documents, to bring the bid within available funding.

- 17 DRUG & ALCOHOL POLICY: In an effort to provide a safe and healthy work place Chambers Construction has the following policies in force for their employees, Bidders shall have an established a drug and alcohol testing program for their employees:
 - .1 A written employee drug-testing program,
 - .2 Required drug testing for all new Subject Employees, or alternatively, requiring testing of Subject Employees every six months on a random selection basis,
 - .3 Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs, and
 - .4 Required testing of a Subject Employee when the Subject Employee is involved in: (i) an incident causing an injury requiring treatment by a physician, or (ii) an incident resulting in damage to property or equipment.
- 18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The subcontractor shall secure and maintain such public liability and property damage insurance as will protect the CM/GC and

Owner from any and all claims from damage or personal injury including death, which may arise from operations under this Contract or in connection therewith, including all operations of sub-tier subcontractors. Such insurance shall provide coverage for not less than the following as allowed by the CM/GC:

Employers Liability Insurance: Minimum limits of \$1,500,000 each incident, \$1,500,000 policy limit, and \$1,500,000 per each employee.

Commercial Liability Insurance: Minimum limits of \$2,000,000 for each occurrence and \$2,000,000 in the aggregate for all claims arising from a single occurrence, on a per project basis.

Automobile Liability: Minimum limits of \$2,000,000.

Limits of insurance as required above may be satisfied by a single policy or in combination with an excess liability or umbrella policy

Chambers Construction and Homes for Good Housing Agency must be named as additional insured on the Certificate of Liability Insurance.

- 19 WORKERS COMPENSATION INSURANCE: Statutory Oregon Coverage must be provided. Insurance shall be issued by company or companies acceptable to GC on forms acceptable to CM/GC.

- 20 CERTIFIED PAYROLL: Required. Form WH-38 will need to be filled out and submitted to Chambers Construction weekly. Refer to the BOLI January 1, 2019 publication for the prevailing wage rates for this project. The workers will be paid not less than the applicable prevailing wage rate for the type of work being performed. ORS279C.830(1)(c). A \$30,000 public work bond must be on file with the Construction Contractors Board (CCB) before beginning work on the project. ORS279C.836(1). The Fringe Verification List is to be submitted with the first certified payroll report. The Drug Testing Log is to be returned with the executed subcontract, then updated and submitted monthly thereafter. Payments may be withheld until all correct information is received.

- 21 EQUAL OPPORTUNITY: The CM/GC and the CM/GC's subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CM/GC will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 22 JOBSITE CONDITIONS: Subcontractors who submit a bid shall certify that they have visited the jobsite and are completely familiar with the existing conditions, concurrently scheduled

construction, access, staging and site limitations, and have made allowances for those conditions in their bid.

- 23 LABOR RATES: Prevailing Rate of Wage – Oregon BOLI is required on this project. Reference the BOLI January 1, 2019 publication for proper wage rate.
- 24 COORDINATION OF THE WORK: Subcontractor will be responsible for coordinating their work with that of other trades. All field coordination requiring communications with representatives of other trades shall be through Chambers Construction. There will be a Mandatory Subcontractor Coordination meeting held weekly at the job site: Monday at 10:00 a.m. Each Subcontractor shall designate a qualified representative to attend.
- 25 SCHEDULE: Construction is scheduled to commence on July 1, 2019, and to be completed by February 28, 2020. A complete project schedule shall be issued to subcontractors prior to work commencing.

Chambers Construction reserves the right to update the schedule based on project conditions, actual performance of the work and schedule information received from Subcontractors. Subcontractor shall provide submittals required by the contract documents in a timely manner such that materials and equipment will be delivered to the jobsite to meet the project schedule. **Bidders shall recognize that time is of the essence.**

- 26 WARRANTIES AND GUARANTIES: Subcontractor shall fully warrant all work, at a minimum, for at least one (1) full year from Substantial Completion of the Project regardless of manufacturers' or subcontractor/installers' warranties. Individual specification sections may require longer warranty periods. Refer to specific specification sections for more detailed information.
- 27 LAYOUT: Subcontractor shall provide their own engineering layout as required for subcontract work.
- 28 HOISTING: Subcontractor shall provide their own off-loading, hoisting and rigging as required.
- 29 SCAFFOLDING, LIFTS: Subcontractor shall provide their own scaffolding, work platforms, boom lifts, etc. as required to complete the contracted scope of work within the confines of the building and site.
- 30 CLEAN UP/DEBRIS REMOVAL: Subcontractor shall include all cleanup costs, waste sorting costs, and deposit of wastes and recycling in CM/GC supplied dumpsters for materials associated with subcontractor's scope of work (except Subcontractor performing the Selective Site Demolition shall be responsible for their own hauling, dumpster, and all other costs related to debris

removal).

Subcontractor shall be responsible for their own operations and subsequent dust control and daily clean up.

- 31 **REPROGRAPHICS:** Subcontractor shall be required to pay for the cost of reproduction for all plans and specifications required by subcontractor for performance of the work. Subcontractor shall bid and perform the work (if awarded a contract) from complete sets of plans and specifications including posting any addendums within the construction documents.
- 32 **WORK SEQUENCE:** It is agreed that continuous operations are not anticipated, and work must be sequenced to expedite work of other trades as directed by Chambers Construction.
- 33 **CHANGES:** All change proposals including material invoices and quotations must be itemized and provide sufficient detail for analysis of fee and all costs for material, labor, payroll taxes, equipment, and subcontractors. It is agreed that a not-to-exceed 10% maximum overhead and profit will be added to the justified costs as detailed and substantiated in change analysis by the subcontractor performing the actual work. Subcontractors of all higher tiers shall be permitted 5% maximum overhead and profit for changes. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any. This markup shall be full and final compensation for home office overhead, field overhead, profit, time extensions, extended general conditions, labor inefficiencies, any and all costs associated with the change due to the effect of multiple changes. All sub-tier contractors are required to provide the same documentation.

Non-Compensable Changes: Certain changes are considered part of the Work and are not compensable to the Subcontractor, such as, but not limited to:

- a) Subcontractor error or omission.
 - b) Omitted detail that is reasonably inferable as incidental to the work.
 - c) Omitted detail that is customarily performed in such work.
 - d) Work required to be performed by code even though not detailed on the drawings.
 - e) Interferences between the work of various subcontractors.
 - f) Quality of a component of the work not in keeping with the specifications.
 - g) Warranty repairs.
 - h) Mistakes in layout and/or measuring by Subcontractor.
- 34 **DAILY REPORTS:** Subcontractor shall provide, on a daily basis during on-site activities, a written report identifying, at a minimum, the following information: Subcontractor's crew size and makeup, work performed, delays or disruptions, injuries or accidents, safety observations, and tests performed. Subcontractors must use the Daily Construction Report included in Chambers Construction Subcontract.
 - 35 **INSPECTIONS AND TESTING:** Subcontractor shall coordinate and request all necessary inspections and testing for their work with the Owner's Testing Laboratory and any other

jurisdictional authorities related to their work.

- 36 PERMITS, LICENCES AND FEES: Owner shall pay only for the general Building Permit cost and related plan check fees and systems development charges (SDC). Subcontractor shall obtain and pay for all other permits, licenses, fees, required to perform their scope of work.
- 37 PARKING/STORAGE: Subcontractor parking area shall be an area designated by Chambers Construction. Access to the construction site is limited and all deliveries and use of the existing facilities shall be directed by Chambers Construction. Staging / laydown area is limited. Subcontractors are strongly encouraged to schedule “just-in-time” deliveries.
- 38 CM/GC DOCUMENT MANAGEMENT: Chambers Construction will update the construction set electronically and database all project documents using the web-based PlanGrid software. This site will provide all current project documents – including RFI’s, Submittals, ASI/CCD/PR’s, etc. – and the current plan set with all changes posted to the sheets. To access the project information in the PlanGrid website and/or the mobile device app, subcontractors will need to purchase a license for all individuals needing access to the information. Prices range from \$39/month to \$119/month depending on your needs. Please visit <https://www.plangrid.com/pricing> for more information.
- 39 Subcontractor and supplier invoicing shall be through Textura, an internet-based invoicing and payment system. One-time fee paid by subcontractor/supplier are as follows:
- 0.18% of contract value
 - Minimum - \$50
 - Maximum - \$2,500

END OF SECTION

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