

Bids due Thursday, August 26, 2010 at 11:00 A.M.

**Request for Proposal/ Bid Form
Muckleshoot Sheriff Substation
Pad and Utility Connections for a Modular Building**

Muckleshoot Indian Tribe
39015 172nd Ave. S.E.
Auburn, WA 98092
July 27, 2010

Introduction:

The following is to serve as a Request for Proposal and outline of special requirements to secure competitive bids for the described work generally called **Pad and Utility Connections for a Modular Building** for the Muckleshoot Indian Tribe (MIT) 39015 172nd Ave. S.E., Auburn, WA 98092. The intent is to enter into a Lump Sum contract with a single Prime Contractor for the work described below.

The Project is located at 38912 172nd Ave. S.E., Auburn Washington 98092

Pre-bid Communications:

All questions regarding this project should be E-mailed to jon.hagwood@muckleshoot.nsn.us or Angelica.Roberts@muckleshoot.nsn.us. Contact via phone Jon 253-876-2874 or Angelica 253-876-3282.

Description of Project:

The Muckleshoot Indian Tribe is soliciting competitive bids for the pad and utility connections for a new 2520 sq. ft. modular building. The building is to be installed within the Muckleshoot Indian Tribe's administration complex at 38912 172nd Ave. S.E., Auburn, WA 98092. The building floor plan and site plans are attached. (Attachment 1 and 2).

Scope of Work:

The main components of the work are noted below. Coordination with the modular supplier, MIT Planning Department, MIT Public Works, and PSE is required. A Washington State L & I permit will also be required for the electrical work.

The General Contractor will be responsible for providing temporary utilities as necessary during installation. The Owner will pay all connection/installation/use fees levied by the utility providers. Contractor will be responsible for any temporary generators/fuel/oil/etc., used during installation.

Specific Scope Requirements include, but are not limited to:

A. Demolition:

1. Remove asphalt as needed in the existing parking lot.
2. Protect existing sewer, electrical, and water connections for future use.

B. Site Work:

1. Grade site as needed to prepare for a 42' x 60' modular building.
2. Stripe parking lot after building is set and ramps are installed.
3. There is approx. 200 sq. ft. of Class B asphalt patching in the existing parking lot to repair.
4. Evaluate existing slab conditions and add additional concrete to slab as required to comply with modular tie-down requirements.
5. Concrete slab to be 3000 PSI.

C. Utilities:

1. Connect water to new modular building. Insulation and heat tape to be controlled by thermostat.
2. Expose capped off sewer and verify line is clear and sized correctly for new building.

3. Make sewer connection to new building, provide cleanouts as required.
4. Connect modular building down spouts to existing storm.
5. Coordinate electrical from PSE electrical pole to meter base located on new modular building.
6. Provide raceway from existing power conduit stub up to connection at meter base.
7. The Contractor will coordinate with MIT Public Works for water tie-in, City of Enumclaw for gas tie-in and PSE for electrical service.
8. The Contractor will be responsible for the cost of all utility installation, except connection fees.
9. The Contractor will be responsible for all trenching, pipe or conductor materials and backfill.

D. Building:

1. Provide an ADA accessible ramp and landing at main entry. Exterior treated wood construction.
2. Provide landing and stairs at second entry. Final material to be coordinated with Owner.
3. Provide gutters, downspouts, and fascia. Downspout locations to be coordinated with Owner.
4. Schedule all required inspections with the MIT Planning Department.

Alternate Pricing:

1. Provide an emergency 100KW generator, contractor to verify.
 - A. Generator to have integral double walled diesel tank.
 - B. Include all pads, wiring, and transfer switches needed to make fully operational.
 - C. Generator should have a capacity of at least 48 hours under full load. To be verified by Contractor.

E. Schedule: All bidders must submit a design/construction schedule with their bid.

F. Bid Documents:

- Site Plan. (Attachment 1).
- Sheriff's Office Layout dated May 28, 2010. (Attachment 2).
- MIT Construction Contract for work under \$25,000. (Attachment 3).

G. Proposal Due Date, Delivery and Content Requirements:

1. Proposals are to be delivered to Muckleshoot Indian Tribe (MIT), 39015 172nd Ave. S.E., Auburn, WA 98092, Attn: Kim Sharp at the Construction Office on or before 11:00 A.M. on Thursday, August 26, 2010 in a sealed envelope. Project name and bidder's name must appear on the face of the envelope. Faxed, E-mailed, or unsealed bids will not be considered.
2. The bids will be opened on Thursday, August 26, 2010 at 11:15 A.M. Location to be in the MIT Construction Office conference room.
3. The format of the Bidder's proposal shall include:
 - Completed Bid Form including Alternate pricing.
 - Inclusions if different than requested.
 - Exclusions if appropriate.
 - Clarifications if appropriate.
 - The bid pricing breakdown will be as following:

Site Utilities \$ _____

Site Work	\$	_____
Connections	\$	_____
Total	\$	_____

Alternate Pricing:

Alternate 1	\$	_____
Emergency Generator		

H. Additional Clarifications:

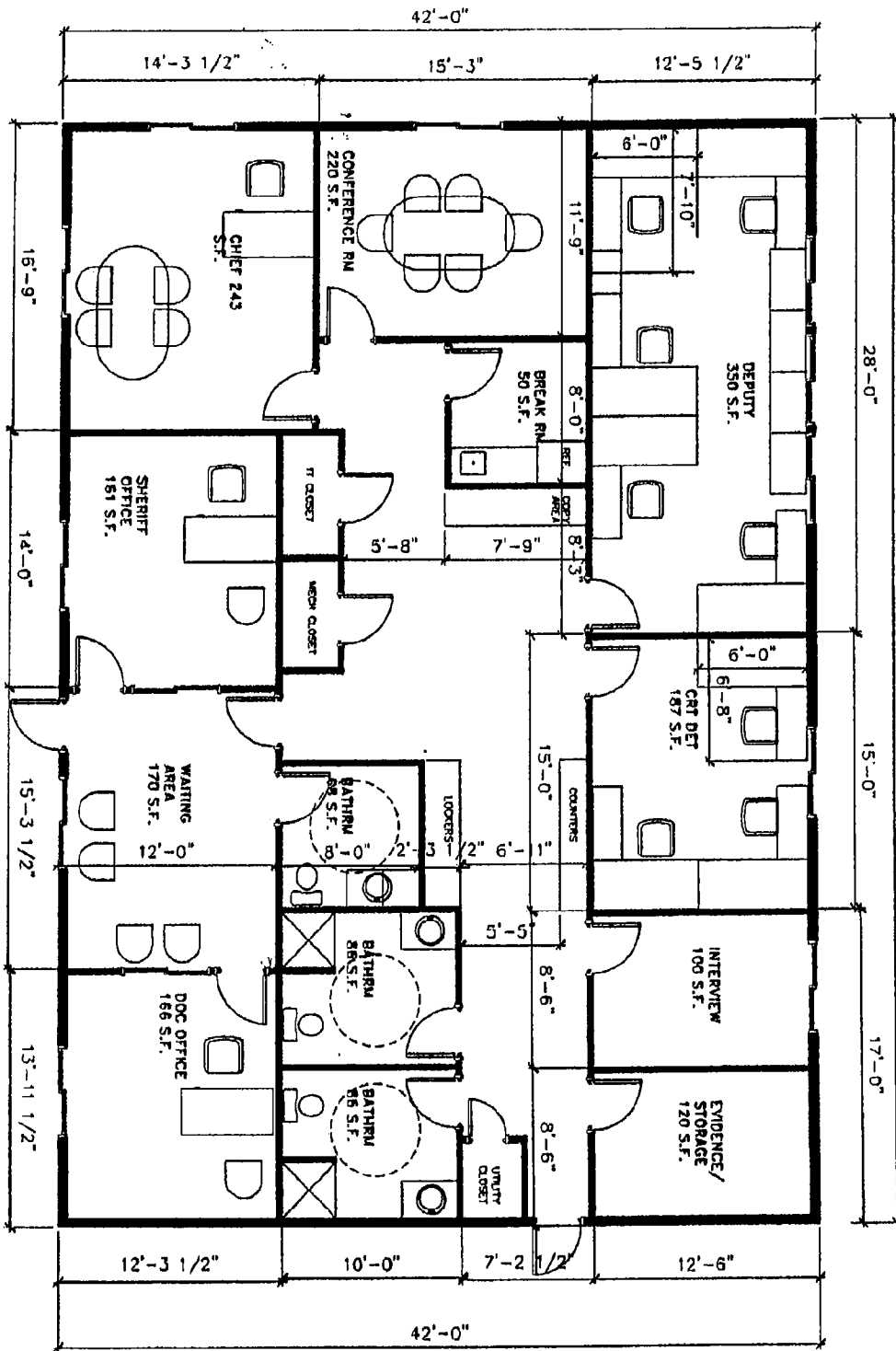
1. The Contract agreement will be a standard Muckleshoot construction contract (attachment #3) modified to specifics of this project.
2. Special conditions, cost of the work, and definition of General Conditions will be included in the final contract per those included with this RFP.
3. The Contractor shall be licensed and bonded within the State of Washington, as shall all Subcontractors.
4. The work will be done in accordance with and under a Washington State Department of Labor and Industries permit for electrical work (obtained by the Contractor).
5. Owner will be responsible for procurement and all costs associated with the General Building permit.
6. The Owner reserves the right to interview, approve or reject any Subcontractors proposed by the Contractor.
7. Prior to commencing work, the Contractor shall procure and maintain general liability and property damage insurance (\$2,000,000.00), at its own expense, until completion of the work. A certificate from the Insurance Company showing that the insurance is in force shall be submitted to the Owner prior to commencing work. The Muckleshoot Indian Tribe shall be noted as additionally insured.
8. No sales tax or B & O tax is to be included with the bid amount for services provided or materials delivered to the project. The project is on Tribal land and is exempt.
9. The Owner reserves the right to refuse any and all bids that are in the Owner's judgment not responsive or reject all bids.
10. The Owner reserves the right to award to any bidder it determines will best suit its project needs. Owner will provide Builder's Risk insurance and pay premium. The General Contractor will be responsible for the (\$25,000.00) deductible on any claim(s). Insurance deductibles will not be considered as a cost of work. Any premiums for secondary insurance of the deductibles will be considered a cost of work.

**Muckleshoot Sheriff Substation
Pad and Utility Connections for a Modular Building
Site Plan
Attachment # 1**



- Approx. 200 Sq Ft asphalt repair.
- Proposed location Of New Sheriff Modular.
- Existing water stub up.
- Existing sewer connection.
- Existing power stub up.
- Existing PSE power pole.
- Existing downspout Connections.

2520 S.F. SHERIFF'S OFFICE LAYOUT MAY 28, 2010
 SCALE 3/16" = 1'-0"



AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND CONTRACTOR
FOR MINOR CONSTRUCTION WORK UNDER \$25,000

THIS AGREEMENT is entered into on this _____ day of _____, by and between the Muckleshoot Indian Tribe, hereinafter called the Owner, and _____, contractor's license No. _____, hereinafter called the Contractor.

The Owner and Contractor agree as set forth below:

Article 1. Scope of Work

1.1 The scope of work for this Agreement is to provide

as described in Attachment A to this Agreement (the "Project").

Article 2. Time of Completion

2.1 The work to be performed under this Agreement shall begin on or before _____ and shall be substantially completed on or before _____. Time is of the essence.

Article 3. Guaranteed Maximum Price.

3.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of this Agreement _____ dollars (\$ _____) (Guaranteed Maximum Price), subject to additions and deductions pursuant to any authorized change orders as provided in the Contract Documents. The sum of the work under this Agreement is guaranteed by the Contractor not to exceed _____ dollars (\$ _____) subject to additions and deductions pursuant to any authorized change order as provided in the Contract Documents.

Article 4. Payments.

4.1 Owner shall pay Contractor _____ dollars (\$ _____) upon the execution of this Agreement by both parties.

4.2 Contractor may submit an Application for Payment upon completion of fifty percent (50%) work along with a certification demonstrating that the work is fifty percent (50%) complete. Owner's Authorized Representative shall review the Application for Payment and certification and inspect, or cause to have inspected, the work to determine that the work is fifty percent (50%) complete. Upon the approval by Owner's Authorized Representative of the Application for Payment, Owner shall pay _____ dollars (\$ _____) within fifteen (15) days of approval by the Owner's Authorized Representative of the Application for Payment.

4.3 Contractor shall submit an Application for Final Payment, constituting the entire unpaid balance of the Agreement, along with a certificate demonstrating that the Work is complete. The Final Payment shall be made by Owner to Contractor within thirty (30) days after Contractor has submitted its final Application for Payment and approval of the Application by Owner's Authorized Representative, provided however, that the Final Payment shall not become due until after Contractor has submitted complete releases of all liens arising out of this Agreement, or receipts in full covering all labor, materials and equipment. No payments made to Contractor pursuant to the terms of this Agreement shall be construed as acceptance of any work or materials not in accordance with the Contract Documents.

Article 5 Termination or Suspension of Agreement

5.1 Owner may, at any time and without cause, suspend or terminate the work upon written notice to Contractor. Owner's liability shall be limited to payment of any work properly completed up to the time of suspension or termination.

5.2 Contractor may suspend work in the event that Owner improperly withholds any periodic or installment payment due under this Agreement without breach pending payment or resolution of the dispute.

Article 6 General Provisions

6.1 All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.

6.2 To the extent required by law, all work shall be performed by individuals duly

