

BIDDER'S PACKET

**CITY OF WHITE SALMON,
WASHINGTON**

MANHOLE IMPROVEMENTS

2023



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WALLA WALLA, WA. LA GRANDE, OR. REDMOND, OR. HERMISTON, OR. ENTERPRISE, OR.

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BID FORM

City of White Salmon, Washington
Manhole Improvements 2023

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of White Salmon
100 N. Main Street
White Salmon, Washington 98672**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Agreement,

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BID SCHEDULE

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1	Mobilization/Demobilization	LS	XXX	All Req'd	_____
2	Construction Facilities and Temporary Controls	LS	XXX	All Req'd	_____
3	Excavation Safety System	LS	XXX	All Req'd	_____
4	New Manhole Cone with Lid Castings	EA	_____	6	_____
5	Replacement of Manhole Lid Castings	EA	_____	13	_____
6	Temporary Asphalt Installation and Removal	SY	_____	30	_____
7	Asphalt Removal and Restoration	SY	_____	30	_____
8	Pavement Marking Restoration	LS	XXX	All Req'd	_____
9	Manhole Rehabilitation	VLF	_____	54	_____
				Base Bid Subtotal	\$ _____
				Sales Tax (7.5%)	\$ _____
				BASE BID TOTAL	\$ _____

The Work items listed below may be added to the Base Bid at the option of the Owner. Refer to "Instructions to Bidders."

ADDITIVE ALTERNATE 1 – REPLACEMENT OF VAULT HATCH AT HERITAGE PLAZA LIFT STATION

NO.	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
A1-1	Mobilization/Demobilization	LS	XXX	All Req'd	_____
A1-2	Replacement of Vault Hatch at Heritage Plaza Lift Station	LS	XXX	All Req'd	_____
A1-3	Asphalt Removal and Restoration at Heritage Plaza Lift Station	SY	_____	115	_____
				Additive Alternate 1 Subtotal	\$ _____
				Sales Tax (7.5%)	\$ _____
				ADDITIVE ALTERNATE 1 TOTAL	\$ _____

- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 4 of the Agreement on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- B. A completed and signed Bidder's Performance and Payment Bond Statement.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders and the Agreement.

ARTICLE 9 – BID SUBMITTAL

Bidder is: An Individual A Partnership A Corporation Joint Venture
(Check correct designation.)

BIDDER: *[Indicate correct name of bidding entity]*

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the Bid solicitation date for this Project, the Bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgement entered by a court of limited or general jurisdiction.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."

Signature:	Date:
Print Name and Title:	Location or Place Executed: (City, State)

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

State Registration License No. _____

State Contractor Discipline License No.
(Electrical, Elevator, Fire Protection
Sprinkler System) _____

Washington Unified Business Identifier
(UBI) No. _____

State Tax Excise Registration No. _____

Employer's Federal Tax ID No. _____

A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.

_____	_____
_____	_____
_____	_____
_____	_____

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

(Name of Contractor) _____, hereinafter referred to as Bidder, is submitting a Bid to **City of White Salmon, Washington - Manhole Improvements 2023** pursuant to the latter's Advertisement for Bids for the Project.

Bidder certifies that if it is awarded the Contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be

_____. Bidder hereby authorizes
(Surety Company)

_____ to disclose any information
(Surety Company)

to the Owner concerning Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

Bidder

By: