

**BIDDING DOCUMENTS**

**CITY OF WHITE SALMON,  
WASHINGTON**

**MANHOLE IMPROVEMENTS**

**2023**

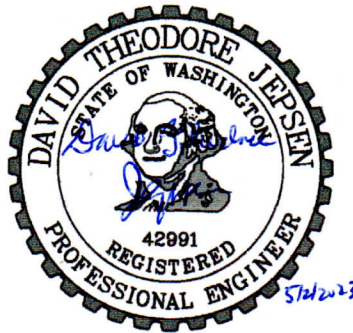


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WALLA WALLA, WA. LA GRANDE, OR. REDMOND, OR. HERMISTON, OR. ENTERPRISE, OR.

**BIDDING DOCUMENTS**  
**FOR**  
**CITY OF WHITE SALMON, WASHINGTON**

**MANHOLE IMPROVEMENTS**

**2023**



**ANDERSON PERRY & ASSOCIATES, INC.**

Walla Walla, Washington  
La Grande, Redmond, Hermiston, and Enterprise, Oregon

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## **BIDDING REQUIREMENTS**

## **ADVERTISEMENT FOR BIDS**

**ADVERTISEMENT FOR BIDS  
MANHOLE IMPROVEMENTS - 2023**

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

The City of White Salmon, Washington (Owner), invites Bids for the construction of the **Manhole Improvements 2023** project. The Base Bid Work for this project involves the installation of a new manhole concrete cone with lid castings at six manholes; replacement of the manhole lid castings at 13 manholes; installation of approximately 54 vertical linear feet of epoxy-fiberglass cured-in-place liner for manhole rehabilitation; restoration of asphalt concrete pavement; and other miscellaneous work required to complete the Project as shown on the Drawings and specified herein. The Work may include Additive Alternate 1 that includes the purchase and installation of a new hatch and precast concrete flat top lid for an existing utility vault located in the parking lot on the south side of the Heritage Plaza wastewater lift station and removal of concrete and asphalt concrete pavement and replacement with asphalt concrete, and other miscellaneous work required to complete the Project.

Sealed or emailed Bids for the described Project will be received by the Owner at P.O. Box 2139, 100 N. Main Street, White Salmon, Washington 98672 or [clerktreasurer@ci.white-salmon.wa.us](mailto:clerktreasurer@ci.white-salmon.wa.us), until 3:00 p.m., local time, May 25, 2023. At that time, the Bids will be publicly opened and read. The Owner shall have the right to reject any or all bids not accompanied by the data required by the bidding documents or a bid in any way incomplete or irregular.

The selected contractor is subject to all the requirements related to Washington State Prevailing Wage Rates for Public Works Projects, EEO, and Washington State Contracting Laws. Final asphalt restoration on portions of the Work shall be substantially complete by either September 28, 2023, or October 31, 2023. The rest of the Work shall be substantially complete by November 15, 2023. The Work shall be complete and ready for final payment by December 1, 2023.

This project is being procured through the Small Works Projects process pursuant to Revised Code of Washington (RCW) 39.04.155 and the Owner's 2023 Small Works Roster. All contractors must be listed on the 2023 Small Works Roster prior to the Bid date. Small Works Roster applications are available on the Owner's website at <https://www.white-salmon.net/rfps>.

Contact the Issuing Office with any questions to the Bidding Documents or the project itself: City of White Salmon, P.O. Box 2139, 100 N. Main Street, White Salmon, Washington 98672, (509) 493-1133 #205, Ms. Stephanie Porter, City Clerk-Treasurer, [clerktreasurer@ci.white-salmon.wa.us](mailto:clerktreasurer@ci.white-salmon.wa.us). All Bidding Documents and any addenda are available on the Owner's website <https://www.white-salmon.net/rfps>. No paper sets will be provided for bidding purposes. It is the bidder's responsibility to check the Owner's website prior to submitting a Bid to determine if any addenda have been issued.

Bid security is not required for this project.

A pre-bid conference will not be held.

Owner: **City of White Salmon, Washington**  
By: **Marla Keethler**  
Title: **Mayor**

+ + END OF ADVERTISEMENT FOR BIDS + +

## **INSTRUCTIONS TO BIDDERS**

# INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

### **1.01 Defined Terms**

- A. Terms used in these Instructions to Bidders have the meanings indicated in the Agreement. Additional terms used in these Instructions to Bidders have the meanings indicated below:
1. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.
  2. Responsive Bid--A bid that substantially complies with the requirements and instructions in the Bidding Requirements including completion of forms and other requested information in the Bidding Requirements.
  3. Responsible Bidder--A bidder who meets the responsibility criteria as defined in RCW 39.04.350(1) and supplemental bidder criteria in the Bidding requirements.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- B. To be considered a responsible Bidder and qualified to be awarded a Contract, the Bidder must meet the Bidder responsibility criteria per RCW 39.04.350, including any supplemental criteria for determining Bidder responsibility developed by the Owner. The Bidder must:
1. Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable:
    - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in Title 51 RCW;
    - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
    - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
  5. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, be in compliance with the Washington State Apprenticeship and Training Council's approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the Bid solicitation.
  6. 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 Washington Department of Labor and Industries (L&I) or through a civil judgement entered by a court of limited or general jurisdictions to have willfully violated, as defined in RCW 49.89.082, any provision of Chapters 49.46, 49.48, or 49.52 RCW.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### **ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

##### **4.01 *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

##### **4.02 *Site Visit and Testing by Bidders***

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing or exhaustive investigations of Site conditions over and above that which Bidder feels is necessary to prepare their Bid.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 4.03 *Owner's Safety Program*

- A. Site visits and Work at the Site may be governed by an Owner safety program, if an Owner safety program exists.

#### 4.04 *Other Work at the Site*

The Owner may be party to a written contract for other work that is to be performed at the Site by Owner or others (such as utilities and other prime Contractors). On request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

#### 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. consider 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; and the Bidding Documents, with respect to the effect of such information and observations 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;
- E. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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;
- F. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- G. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- H. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- I. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, 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 6 – PRE-BID CONFERENCE**

6.01 A pre-Bid conference will be not be held.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

7.03 Written Addenda to the Contract Documents which, if issued, shall be uploaded to the City's website and made digitally available to all prospective Bidders. Written Addenda shall be made digitally available not later than 24 hours prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents. It is the responsibility for all prospective Bidders to check the website prior to submitting their Bid to verify whether or not any Addenda have been issued for the Project.

## **ARTICLE 8 – BID SECURITY**

8.01 No Bid security required.

## **ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain , Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE, "OR-EQUAL" ITEMS, AND PRE-BID SUBMITTALS**

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment listed hereafter and subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 5 days prior to the date for receipt of Bids. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

A. The Contractor may submit a request for substitute and "or-equal" for the following items prior to the date for receipt of Bids.

1. CIPL Manhole Rehabilitation

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: CIPL Manhole Rehabilitation.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

- 12.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

- 12.05 Successful Bidder shall not award work to Subcontractor(s) in excess of 50 percent of the Contract price, without prior written approval of the Owner.

**ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is a part of the Bidding Documents and is included in the Bidder's Packet, which may be bound separately.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state Contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

- 14.01 *Unit Price*
  - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed Under Article 5 - Bid Schedule of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price and lump sum Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.02 The Bidder is required to complete a Bid for the Base Bid, as well as for Additive Alternate 1.

#### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished a section labeled "Bidder's Packet," which includes a copy of the Bid Form, the Bid Bond Form, and other required documents. All documents in the Bidder's Packet shall be printed if not provided in hard copy form. The Bidder's Packet shall be completed in its entirety and submitted to the Owner as the Contractor's Bid.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid.
  - A. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED" with the Project title, the name and address of Bidder, and shall be accompanied by other required documents. A mailed Bid shall be addressed as indicated in

the Advertisement for Bids. The Bidder should request a return receipt as verification that the Bid was delivered before the prescribed Bid submission date and time.

- B. If a Bid is e-mailed to the address shown in the advertisement or invitation to bid, then the e-mail subject line shall include the wording "BID ATTACHED – MANHOLE IMPROVEMENTS - 2023". The e-mail shall include the Bid as a PDF file attachment and shall be accompanied by other required documents in PDF file format.

15.03 Bids received after the date and time prescribed for the opening of Bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 A Bidder who wishes to claim error after the Bids have been publicly opened and read as required by RCW 47.28.090 shall promptly notify the Owner that an error occurred. The Bidder shall submit a notarized affidavit or declaration under penalty of perjury signed by the Bidder and accompanied by the work sheets used in the preparation of the Bid, requesting relief from the responsibilities of award. The affidavit or declaration shall describe the specific error(s) and certify that the work sheets are the ones used in preparing the Bid.

The affidavit or declaration shall be submitted no later than 5:00 p.m. on the first business day after Bid opening or the claim will not be considered. The Owner will review the affidavit or declaration and the certified work sheets to determine the validity of the claimed error and if the error is of the kind for which the law allows relief from forfeiture of the Bid deposit. If the Owner concurs in the claim of error and determines that the error is of the kind which allows relief from forfeiture, the Bidder will be relieved of responsibility and the Bid deposit of the Bidder will be returned. If the Owner does not concur in the error or determines that the error is not the kind for which the law allows relief, the Owner may award the Contract and if the Bidder refuses to execute the Contract, the Bidder's Bid deposit shall be forfeited as required by RCW 47.28.100.

A low Bidder who claims error and fails to enter into a Contract is prohibited from bidding on the same purchase or Project if a second or subsequent call for Bids is made for the Project.

#### **ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within seven days after the opening of Bids.

## **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder of the Base Bid and Base Bid and Additive Alternate 1, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its Base Bid and Alternate 1 for which Owner determines funds will be available at the time of award. The Owner also reserves the right to authorize Alternate 1 work at a later date during the construction Contract by Change Order at the prices stated in the Bid. If authorized at a later date to perform alternative work, the Contractor will be given additional Contract time only for the additional work. All originally awarded Work shall be completed within the original Contract time.
- D. If a mistake is made and the intended correct Bid item is clearly evident on the face of the Bid Form, or can be substantiated from accompanying documents, the Owner may accept the Bid. Examples of mistakes that may be clearly evident on the face of the Bid Form document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the Bid Form document also may include instances in which the intended correct Bid item is made clearly evident by simple arithmetic calculations. For example, a missing unit price may be established by dividing the total Bid item by the quantity of units for that item, and a missing or incorrect total Bid price for an item may be established by multiplying the unit price by the quantity when those figures are available on the Bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

The Owner shall not accept a Bid in which a mistake is clearly evident on the face of the Bid Form document but the intended correct Bid is not clearly evident or cannot be substantiated from accompanying documents.



- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

A Responsible Bidder is a Bidder who meets the responsibility criteria as defined in RCW 39.04.350, including any supplemental criteria developed by the Owner.

- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers. Such investigation shall be pursuant to WAC 296 .

## **ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the Agreement sets forth Owner’s requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

## **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Owner shall deliver one fully executed counterpart of the Contract Documents to Successful Bidder, together with printed and electronic copies of the Contract Documents (unsigned).

## **ARTICLE 22 – ADDITIONAL REQUIREMENTS OF THE BID**

- 22.01 Washington law requires anyone who is engaged for compensation in construction activities to be registered with the State of Washington Department of Labor and Industries in accordance with RCW 18. Registration is required for any individual or business entity which advertises, offers, Bids, or arranges to do, or actually does any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost-plus," whether by written contract or oral agreement.
- 22.02 The Owner will not provide written notice to all Bidders of the Owner’s intent to award the Contract unless a valid, written protest is filed with the Owner. A written protest will be considered valid if it is submitted by a Bidder who submitted a Bid for the Project and within two full business days following the Bid opening (not counting intermediate Saturdays, Sundays, and legal holidays). Written protests shall be filed to the person and place where Bids were received. All protests must be accompanied by sufficient documentation identifying the grounds and evidence on which the protest is based. The Owner will provide submitting Bidders written notice of intent to award at least two full business days before award of the Contract. Owner’s decision on the validity of the protest shall be determined final.
- 22.03 Contractor shall collect from the Owner retail sales tax on the full Contract price. The Owner will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit Bid prices or in any other Contract amount. All other taxes, including "B&O" and use taxes, shall be included in the unit Bid prices.

- 22.04 Bidder shall comply with all prevailing wage rates applicable to this Work.
- 22.05 Unless noted otherwise in the Bidding Documents, Bids shall include sales tax and all other applicable taxes and fees.
- 22.06 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.
- A. A sum of 5-percent of all monies earned on this Project will be withheld as Retainage per WSDOT Standard Specification 1-09.9(1), unless the Successful Bidder provides an acceptable retainage bond to the Owner. A Notice of Completion of Public Works Contract will be submitted by the Owner to the Washington State Department of Revenue (DOR), Department of Labor and Industries (L&I), and Employment Security Department (ESD) following completion of the Work. Retainage, if held, will not be released until authorized.
- 22.07 Reciprocal Preference for Resident Contractors
- A. In accordance with **RCW 39.04.380**, the State of Washington is enforcing a reciprocal preference for resident Contractors. Any public works Bid received from a **nonresident** Contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the Bid of that nonresident Contractor.

A nonresident Contractor from a state that provides a percentage Bid preference means a Contractor that:

1. is from a state that provides a percentage Bid preference to its resident Contractors bidding on public works contracts.
2. at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident Contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the Contractor's business entity was formed.

All nonresident Contractors will be evaluated for out-of-state Bidder preference. If the state of the nonresident Contractor provides an in-state Contractor preference, a comparable percentage disadvantage will be applied to their Bid prior to Contract award.

## **ARTICLE 23 – WAGE RATE REQUIREMENTS**

- 23.01 This Project is subject to the following wage rate requirements as outlined in the Agreement.
- A. Washington State Prevailing Wages

## **BIDDER'S PACKET**

### **-- NOTICE --**

The Bid Documents required to be submitted by the Contractor on this Contract are bound separately under the title "BIDDER'S PACKET." The Bidder's Packet, although bound separately, is a part of the Bidding Requirements for this project.