

**PORT OF WHITMAN COUNTY
INVITATION TO BID
TEKOA SITE DEVELOPMENT PROJECT**

Project:	Tekoa Site Development Project
Invitation Issue Date:	Thursday, 01/22/2026
Pre-Bid Meeting	An optional pre-bid meeting will be held online on Thursday, 02/05/2026 at 11:00 A.M. PST. Meeting Link: Join the meeting now Meeting ID: 274 744 031 809 3 Passcode: AB6yv3Sq Or by phone: +1 321-300-3685,,489580625# Phone conference ID: 489 580 625#
Online Project Folder:	https://drive.google.com/drive/folders/1hWQKveQ0Czs8e3gyIUHTOM91chfoMeY?usp=sharing
Questions Deadline:	Thursday, 02/12/2026 by 9:00 A.M. PST Questions and responses will be posted in the Online Project Folder.
Final Addendum:	If needed, the Final Addendum will be published on Monday, 02/16/2026 by 4:00 P.M. PST and will be posted in the Online Project Folder.
Bid Due Date and Submittal:	SEALED Bids must be received by Tuesday, 02/24/2026 by 2:00 P.M. PST. Mail or deliver SEALED bids to 302 N Mill Street, Colfax, WA 99111.
Bid Opening:	Bids will be opened publicly and read aloud on Tuesday, 02/24/2026 at 2:00 P.M. PST at the Port office at 302 N Mill Street, Colfax WA 99111 and online. Meeting Link: Join the meeting now Meeting ID: 250 084 952 403 51 Passcode: Lu7Bj96v Or by phone: +1 321-300-3685,,78027680# Phone conference ID: 780 276 80#
Project Manager:	Kara Riebold kara@portwhitman.com

SCOPE OF WORK

The Port of Whitman County (Port) is requesting sealed bids for its **TEKOA SITE DEVELOPMENT PROJECT** in **WHITMAN COUNTY** near **TEKOA, WA**. The project will consist of work related to the site preparation for an industrial park, including the following:

- Install taper on State Highway 27 in accordance with WSDOT specifications
- Construct entrance into the site
- Develop a private access road through the site
- Leveling of five lots ranging from approximately 1.37 – 2.93 acres
- Installation of water, power, and telecommunications conduits and stormwater facilities
- Removal of an existing building and hardscape
- **ADDITIVE BID ITEM:** Install landscape and irrigation

ADDITIVE OR DEDUCTIVE BID ITEMS: The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Port, and within funds available for the project. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.

Work shall commence upon notice to proceed and as soon as possible after the award. Work shall be completed no later than October 31, 2026. No weather days will be permitted. The Contractor will complete and comply with all permitting, and schedule/attend pre-construction meetings as required. CAD files will not be available to bidders. Upon successful award, CAD files will be provided. Materials submittals are required and as-builts should be provided in a form acceptable to the Port. SWPPP will be completed by the project engineer. Contractor shall be responsible for continuous updates throughout the project. CESCL will be provided by the Port.

Engineer's Estimate (excluding sales tax):

Base Scope of Work:	\$ 2,365,100
Additive Bid Alternate 1:	\$ 490,951
Additive Bid Alternate 2:	\$ 80,000

The following bid documents are included in the invitation to bid:

- Attachment A – Bid Schedule
- Attachment B – Bid Bond Form
- Attachment C – Contract Form

The following bid documents are in the Online Project Folder:

1. Invitation to Bid
2. Site Development Plan Sheets
3. Landscaping Development Plan Sheets – Bid Alternate 1
4. Final Surfacing Plan – Bid Alternate 2
5. WSDOT Plan
6. Geotechnical Report
7. Unanticipated Discovery Plan

INSTRUCTIONS TO BIDDERS

ARTICLE 1: QUALIFICATION OF BIDDERS

- A. Generally, no prequalification requirements are imposed prior to submitting a Bid. However, the Port of Whitman County may make such investigations as they deem necessary to determine the ability of the Bidder to perform the Work. The Bidder shall furnish to the Port all such information and data for this purpose as the Port may request. The Port reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Port that such Bidder is properly qualified to carry out the obligations of the contract and to complete the Work contemplated therein.
- B. The Bidder must be familiar with all Federal, State and local laws, including RCW 18.27 Registration of Contractors, ordinances and regulations which in any manner might affect those engaged or employed in the Work, the materials, equipment or procedures used in the Work, or which in any other way would affect the conduct of the Work. It is assumed the Bidder is familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
- C. The Bidder must be registered and licensed as may be required by the laws of the State of Washington at the time Bids are publicly opened.
- D. For Small Works contracts, the Port uses MRSC Rosters to generate Contractor rosters and notifications for this project. Contractors submitting bids must be registered in the MRSC Rosters system NO LATER THAN THE BID ISSUE DATE. For information on the MRSC Rosters system, please visit: www.mrsrosters.org.

ARTICLE 2: BIDDER'S REPRESENTATION

Each Bidder, by submitting a Bid, represents that:

- A. The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance with all applicable documents.
- B. The Bidder has inspected or investigated the Site(s) of Work and has become familiar with the local conditions under which the Work is to be performed and has familiarized itself with the quantity and character of all materials and equipment.
- C. The Bid is based upon the Work described or presented within the Bidding Documents.
- D. The failure or omission of the Bidder to examine all pertinent forms, instruments, applicable statutes, or other documents shall in no way relieve the Bidder from the contractual obligations required by the Bidding Documents.
- E. The Bid submitted is unconditional in all respects.

ARTICLE 3: BIDDING DOCUMENTS

3.1 AVAILABILITY

- A. Bid documents may be examined at 302 N. Mill Street, Colfax, WA 99111, or obtained from the Port via US mail or email.
- B. The Port of Whitman County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Bidding Documents issued as stated above are for bidding purposes only. The Port does not confer a license or grant for any other use.

3.2 INTERPRETATION & CLARIFICATION

- A. Bidders shall promptly notify the Port of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- B. Interpretations and Clarifications
 - 1. Every request for interpretation or clarification should be submitted in writing to the Project Manager.
 - 2. To be given consideration, the request must be received by the questions deadline. Questions received after this date may not receive a response from the Port.
- C. Oral interpretations or clarifications will be without legal effect.

3.3 ADDENDA

- A. Clarifications, interpretations, or supplemental instructions will be issued only in the form of written addenda will be posted on the Online Project Folder.
- B. Each bidder shall acknowledge within their Bid that they have obtained all addenda issued.
- C. All addenda issued shall become part of the Contract Documents.

3.4 EXAMINATION OF THE WORK SITE

- A. The premises will be made available prior to the deadline for submission of bids for whatever inspections and tests prospective bidders deem appropriate. It shall be the responsibility of the bidder to make a thorough examination of the area described prior to the submission of his bid.
- B. Prospective Bidders and primary subcontractors are strongly encouraged to attend a pre-bid conference and site visit if announced in the advertisement for Bid.

ARTICLE 4: BONDING AND INSURANCE REQUIREMENTS

4.1 BOND COSTS

- A. The costs or premiums for all bonds shall be paid by the Bidders.

4.2 CONTRACT BONDS

- A. Prior to the execution of the Contract, the Bidder shall furnish in a form satisfactory to the Port, **Insurance Certificates**, and a **100% Performance Bond** and **Payment Bond** covering the faithful performance of the Contract and the payment of all obligations arising there under.
- B. Payment and Performance Bonds shall include language that states the bonding company agrees to any and all changes made to the contract when made by change order and agreed to by both Parties.
- C. On contracts of \$150,000.00 or less, at the option of the Contractor or the general contractor/construction manager as defined in RCW 39.10.210, the Port may, in lieu of the bond, retain 10% of the contract amount for a period of thirty days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. The recovery of unpaid wages and benefits will be the first priority for any actions filed against retainage held by the Port.
- D. The bid shall be accompanied by a **Bid Guaranty** in an amount of at least 5% of the total bid (total of Base Bid plus WSST), unless otherwise noted on the invitation to bid.
- E. If applicable, the Bid Guaranty shall be in one of the following forms and made payable to the Port of Whitman County: a Bid Guaranty bond, in the form provided by the Port, duly completed by a guaranty company authorized to do business in the state of Washington; a U.S. postal money order; or a certified check or cashier's check drawn upon a banking institution. The surety signing the Bid Guaranty bond must appear on the U.S. Treasury Department's most current list (Circular 570 as amended), and the surety's name must appear in the current Authorized Insurance Company List in the State of Washington published by the Office of the Insurance Commissioner.

4.3 POWER OF ATTORNEY

- A. Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

4.4 INSURANCE REQUIREMENTS

The Contractor shall, through the life of this Contract, carry and maintain at Contractor's expense, the following insurance:

- A. Statutory Worker's Compensation Insurance covering Contractor's employees as required by law. Contractor is fully responsible for ascertaining whether any federal industrial insurance laws apply to this agreement. Contractor shall comply with all required workers compensation requirements whether through purchase of commercial insurance or as a qualified self-insurer relative to federal

industrial insurance laws. The Contractor shall obtain evidence of equivalent coverage from all subcontractors;

- B. Commercial General Liability Insurance to include Contractual and Products/Completed operations Liability. Such insurance shall provide Bodily Injury and Property Damage Liability coverage on an occurrence basis with a Combine Single Limit of not less than \$2,000,000 per occurrence and in the aggregate;
- C. Commercial Automobile Liability Insurance providing Bodily Injury and Property Damage Liability coverage with a Combined Single Limit of not less than \$1,000,000 any one occurrence;
- D. Maintenance of this insurance coverage during the performance of the work is essential to the Port.

4.5 INSURANCE - GENERAL CONDITIONS

Prior to performance under this Contract, the Contractor shall furnish to the Port either original policies or certificates of insurance from an insurer(s) licensed or authorized to do business in the State of Washington evidencing compliance with the Liability Coverage Requirements provision above. Such policies or certificates shall contain the following provisions:

- A. Such insurance shall not be canceled or materially altered without the insurer first giving thirty (30) days written notice to the Port of Whitman County, 302 N. Mill Street, Colfax, Washington, 99111.
- B. Such insurance shall be primary to any owned by the Port of Whitman County.
- C. In respect to those insurances described in the subparts b and c of the Liability Coverage Requirements provision above, the Port shall be named as an additional insured in respect to operations arising out of this Contract. A copy of the Additional Insured Endorsement is required to be submitted to the Port of Whitman County along with the Certificate of Insurance.
- D. Insurance for subcontractors: If the Contractor subcontracts any portion of this Contract, the Contractor shall include all subcontractors as insured's under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.
- E. Contractor grants the Port of Whitman County, and its elected officials, employees, and agents, a waiver of any right to subrogation which any insurer of Contractor may acquire against Port of Whitman County by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement(s) that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Port of Whitman County has received such an endorsement from the insurer.

- F. The CGL policy shall contain a separation of insureds provision such that the policy applies separately to each insured that is subject of a claim or suit. The CGL policy shall not contain a cross-claim, cross-suit, or other exclusion that eliminates coverage by one insured against another.
- G. Contractor shall provide certificates of insurance, policy declarations, and endorsement pages, and, if requested, copies of any policy, to Port of Whitman County evidencing insurance compliant with this Section 4.5. Receipt of such documents by Port of Whitman County does not constitute approval by Port of Whitman County of the terms of such policy.

ARTICLE 5: EXECUTION OF BID

5.1 FORM OF BID

- A. Bids shall be submitted on the forms provided by the Port.
- B. All blanks on the Bid Form shall be typewritten or printed by hand in ink.
- C. For lump sum Bids the total Contract lump sum price shall be submitted.
- D. Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures only.
- E. For unit price Bids a price shall be submitted for each item of the Work, an extension thereof, and the total amount bid. Such prices shall be stated in clearly legible figures only and shall be in ink or typed. In the event there is a dispute between unit prices and the total bid amount for any line item, the total bid amount shall control.
- F. Alterations, erasures, or interlineations, if any, shall be in ink and initialed by the signer of the Bid.
- G. The Bidder shall make no additional conditions or stipulations on the Bid or qualify his Bid in any manner.
- H. The Bid Form shall include the legal name and registration number of the Bidder and a statement indicating whether the Bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The Bid Form shall be signed by the person or persons legally authorized to bind the Bidder to a contract.

5.2 IRREGULAR BIDS

A Bid shall be considered irregular and may be rejected by the Port for any of the following reasons:

- A. If the Bid Form furnished or authorized is not used or is altered;
- B. If the Bid Form is incomplete or if any required supplemental documents contain any additions, deletions, unauthorized alternate bids, conditions, or otherwise fail to conform to the Port of Whitman County requirements;

- C. If the Bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
- D. If the Bid fails to include a unit price for every bid item;
- E. If the Port deems any of the Bid prices to be excessively unbalanced either above or below the amount of a reasonable bid for the item of work to be performed to the potential detriment of the Port.
- F. If Bid is not based on United States of America dollars.

The Port reserves the right to waive irregularities and/or reject all bids at its sole discretion.

5.3 MANDATORY RESPONSIBLE BIDDER CRITERIA

It is the intent of the Port to award a contract to the “lowest responsible Bidder.” Before award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Port to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. 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, a plumbing contractor license in compliance with Chapter 18.106 RCW, an elevator contractor license in compliance with Chapter 70.87 RCW, or an electrical contractor license in compliance with Chapter 19.28 RCW, as required under the provisions of those chapters;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - 1. Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington, as required in Title 51 RCW;
 - 2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - 3. Have a Department of Revenue state excise tax registration number, as required in Title 82 RCW
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- E. Have received training on the requirements related to public works and prevailing wage under Chapter 39.04 RCW and Chapter 39.12 RCW or are otherwise exempt from this requirement pursuant to RCW 39.04.350(f).
- F. Within the three-year period immediately preceding the date of this bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries, or through a civil judgment entered by a court of limited or general jurisdiction, to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

- G. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their 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.
- H. A Bidder may be deemed not responsible and its Bid rejected if:
 - 1. More than one Bid is submitted on the same project from a Bidder under the same or different names.
 - 2. Evidence of collusion with any other Bidder or Bidders. Participants in such collusion may be disqualified from submitting Bids on further work.
- I. If requested, the apparent low Bidder must provide within two (2) business days of receiving the Port's request, the following:
 - 1. Information demonstrating that the Bidder is responsible, consistent with the criteria set forth above. The Port may specifically request information addressing any of the items listed in the RCW or above. The Port reserves the right to request such documentation from other Bidders also.
- J. If the Port determines that the apparent low Bidder is not responsible, the Port will notify the Bidder of its preliminary determination in writing. Within two (2) days of receipt of the preliminary determination, the Bidder may either withdraw its bid or protest the Port's determination by presenting additional information to the Port. The Port will consider the additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Port will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

ARTICLE 6: SUBMISSION OF BIDS

6.1 SUBMISSION OF BIDS

- A. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The Bid, the bid guaranty if applicable and all other documents required to be submitted with the Bid shall be sealed in the envelope. The envelope shall be clearly marked with the words "Bid By" followed by the name and address of the Bidder, the Port designated project name, and the date and time for the opening of the Bid.
- B. Oral, telephonic, or electronically submitted bids are invalid and will not receive consideration.
- C. No Bid shall be considered which has not been received by the Port before the time fixed for the opening of Bids in the published call for Bids.
- D. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

ARTICLE 7: WITHDRAWAL OR MODIFICATION OF BIDS

7.1 PRIOR TO BID OPENING

- A. Prior to the time and date designated for the receipt of Bids, a Bidder may withdraw or modify a Bid submitted earlier. Withdrawal, or modification, of the Bid shall be by written notice signed by the Bidder, or by email or facsimile received prior to the time and date designated for the receipt of Bids.

7.2 AFTER BID OPENING

- A. A Bid may not be modified, withdrawn or canceled by the Bidder after the time and date set for the opening. By submitting a Bid, the Bidder agrees to the above conditions.

7.3 RESUBMITTAL OF MODIFIED BIDS

- A. A Bid which has been withdrawn or modified prior to the time and date designated for the receipt of Bids may be resubmitted. The resubmitted Bid will be considered valid only if it is received prior to the date and time originally set for the receipt of Bids and contains the Bid security covering all modifications, and all documents requested in the original submittal, signed and initialed as mentioned heretofore.

ARTICLE 8: OPENING OF BIDS

8.1 PUBLIC OPENING

- A. Bids will be opened and read publicly at the time indicated in the call for Bids unless the Port has changed through Addendum the date of opening Bids to another date, rejected any Bid or Bids, or has canceled the call for Bids. Bidders, their authorized agents, and other interested parties are invited to be present.

8.2 READING OF BIDS

- A. Unless stated otherwise in the Advertisement, all Bids which have been properly identified and received will be publicly opened and read aloud. No evaluation of the Bids will be made at that time except for the announcement of the "Apparent Low Bidder," if pertinent.

8.3 EVALUATION OF BIDS

- A. After evaluation by the Project Manager and his/her recommendation to the Executive Director and/or the Port Commissioners, the Port retains the right to reject any or all Bids.

8.4 CLAIM OF ERROR

- A. A Bidder claiming error in its Bid must submit supporting evidence including cost breakdown sheets by the close of the next business day after bid opening and provide any other supporting documentation

requested by the Port. In the event the Bidder demonstrates an error in the Bid to the Port's satisfaction, the Port may allow the Bidder to withdraw its Bid.

ARTICLE 9: ACCEPTANCE OF BIDS (AWARD)

9.1 VERIFICATION OF BID PRICES

- A. When Bids are opened and read, they will be checked for mathematical accuracy with respect to the extensions of unit bid prices and the total Bid price. If there is a discrepancy between a unit Bid price and the extended amount of any Bid item, the unit Bid price shall control. The total of extensions, corrected where necessary, will be used as the amount of the Bid for award purposes and will fix the amount of the Contract bonds.

9.2 RIGHTS OF THE PORT

- A. The Port shall have the right to waive any informality or irregularity in any Bid received.
- B. The right is reserved to accept a Bid of the lowest responsible Bidder, an Alternative Bid, if applicable, based upon plans and specifications prepared by the Bidder, to reject any or all Bids, republish the call for Bids, revise or cancel the work to be performed, or to do the work otherwise, if in the judgment of the Port Commission, the best interest of the Port is served thereby.

9.3 FAILURE TO EXECUTE CONTRACT

- A. If the Bidder awarded the Contract fails to execute the Contract and furnish satisfactory bonds within ten (10) days from receipt of the Notice of Intent to Award, or declares in writing their intent to not execute the Contract, their Bid deposit, if applicable, shall be forfeited to the Port and the Port Commission may provide Notice of Intent to Award to the second lowest responsible Bidder. If the second lowest responsible Bidder fails to enter into the Contract and furnish bonds within ten (10) days after receipt of the Notice of Intent to Award, forfeiture of their Bid deposit shall also be made and the Contract may be awarded to the third lowest responsible Bidder, and in like manner until the Contract and bonds are executed by a responsible Bidder to whom award is made, or further Bids are rejected or the number of Bids is exhausted.

9.4 AWARD OF CONTRACT

- A. All parts of the Instructions to Bidders and Specifications will be part of the Contract between the selected bidder and the Port.
- B. The successful Bidder will receive a "Notice of Intent to Award" by the Port. The letter will direct the Bidder to submit Certificates of Insurance, list of subcontractors, and the required bonds within ten (10) days after receipt.
- C. The Bidder shall also execute the Contract, furnished by the Port, within ten (10) days after receipt of the "Notice of Intent to Award."

9.5 EXTENSION OF TIME

- A. If the Contract is not executed or not provided within the time required, and there appears to be circumstances which the Port deems to warrant an extension of time, it may extend the time for execution of the Contract or for furnishing bonds for up to ten (10) additional days.

9.6 AGREEMENT RENEWALS

- A. The term of the contract shall be for a period necessary to complete the project or as otherwise specified in the bid or contract documents. This is a project specific contract and renewals are not applicable.
- B. Prices bid for each year will be firm for the duration of the contract.

9.7 SIGNING OF CONTRACT

- A. Copies of Contract Documents shall be signed by the Port Commission or Authorized Representative and the Contractor. The Contract form used for this Project is included with the bid documents herein.

9.8 CANCELLATION OF AWARD

- A. The Port reserves the right to cancel its Intent to Award of any Contract at any time before the execution of said Contract by all parties without liability to the Port.

ARTICLE 10: PREVAILING WAGES

- A. **PREVAILING WAGES:** Payment of Washington State Prevailing Wages applies to this contract. Contractors and subcontractors shall comply with the requirements of RCW 39.12 regarding the payment of prevailing wages, including the requirements to deliver a Statement of Intent to Pay Prevailing Wages and to post notice of such intent prior to commencement of work, and to file an Affidavit of Wages Paid after completion of the work. The State of Washington prevailing wage rates applicable for public works projects may be found at the following website address of the Department of Labor and Industries: <https://secure.lni.wa.gov/wagelookup/>.

The applicable effective date for prevailing wages is the date on which the bid is due.

A copy of the applicable prevailing wage rates are also available for viewing at the Port office, located at 302 N Mill Street, Colfax, WA 99111. Upon request, the Port will mail a hard copy of the applicable prevailing wages for this project.

- B. Contractor shall submit an invoice for retainage at the end of the contract period.
- C. The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the Port.

D. No payment will be made on this contract until the Contractor and each and every subcontractor has submitted a Statement of Intent to Pay Prevailing Wages that has been approved by the Department of Labor and Industries. No final payment or release of retainage will be made until the Contractor and each and every subcontractor has submitted an Affidavit of Wages Paid following Labor and Industries filing requirements, and that has been approved by the Department of Labor and Industries, and other State agencies as required by law.

ARTICLE 11: SUBCONTRACTOR DISCLOSURE

In accordance with apprenticeship utilization requirements in RCW 39.04.310 – RCW 39.04.320, it is required that 15 percent (15%) of the labor hours on this project be performed by apprentices registered in a state-approved training program. Bidder must include these requirements in all subcontracts of any tier on the project.

- A. An apprentice is a person enrolled in an apprentice training program approved by the Washington State Apprenticeship and Training Council (WSATC). No worker shall be employed as an apprentice in any work classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
- B. Apprentice Participation shall be calculated by taking the total number of labor hours performed by prime and subcontractor apprentices divided by the total number of labor hours performed by all hourly labor at the job site, expressed as a percentage. Labor hours shall exclude hours worked by foremen, superintendents, supervisors, owners, and workers who are not subject to prevailing wage requirements. The denominator shall not include hours spent by contractor/subcontractor personnel not directly involved in the work at the job site and shall not include hours spent by personnel at the site that are not paid prevailing wages, such as owners and superintendents.
- C. Per RCW 49.04.130 the Contractor and all Subcontractors shall make every effort to enlist women and racial minority representation in their apprenticeship programs. However, this provision is not intended and shall not be used to discriminate against any applicant to an apprenticeship program, whether that person is a minority, women, or otherwise.
- D. A certification of commitment to the Apprenticeship goals is required as part of the bid submittal.
- E. Apprenticeship Utilization Plan, Good Faith Efforts, and Adjustments
 - 1. Prior to Contract execution, the Contractor shall submit the Contractor's Apprentice Utilization Plan demonstrating intended compliance with this contract requirement. An electronic copy of the Apprentice Utilization Plan is available on the Port's website at:
<https://www.portwhitman.com/contractors>.
 - 2. If the plan does not reasonably demonstrate compliance with the established apprentice utilization, the contract will not be executed.
 - 3. During the term of the contract, if the Contractor determines that the Project will be unable to achieve the apprentice utilization percentage, the Contractor may make a written request to the

Port to adjust the required apprentice utilization percentage as allowed under RCW 39.04.320(2). The request must include documentation of the Contractor's and subcontractor's good faith efforts to hire registered apprentices. An electronic copy of the Apprenticeship Utilization Good Faith Efforts Documentation form is available on the Port's website at: <https://www.portwhitman.com/contractors>.

Acceptable good faith efforts must include one, or more of the following:

- a. Demonstrated lack of availability of registered apprentices in the geographic/county area as verified by WSATC;
- b. An inadequate number of apprentices are available to comply with the required apprentice utilization percentage as verified by appropriate state programs;
- c. There is a disproportionately high ratio of material costs to labor hours, which does not make the required minimum levels of apprentice participation possible for this Contract as verified by the schedule of values/bid item breakdown and/or backup invoicing from suppliers or similar
- d. There are not enough hours on the project to afford the appropriate ratio of journey level to apprentice oversight as verified by the appropriate state programs and documented through the Project schedule;
- e. Apprentice utilization and involvement in Work of the Project would void warranty as verified by an original equipment manufacturer and/or surety;
- f. Other documented and verifiable impracticality that could not have been foreseen or avoided.

F. Reporting:

The Contractor and every Subcontractor shall report all labor hours and wages paid as required by the Washington State Department of Labor and Industries.

G. Incentive and Disincentive Assessment

In accordance with RCW 39.04.320 the Port has set the following incentives and penalties regarding apprentice utilization:

1. Disincentive Assessment: Failure to comply with requirements for apprentice utilization, without a good faith effort, is a material breach of the Contract for which the Contractor, or its subcontractors, are subject to damages. If the Port determines that the Contractor, or any of its subcontractors, are noncompliant, a monetary disincentive assessment of One Thousand Dollars (\$1,000) will be subtracted from monies otherwise owed to the Contractor. If no additional monies are owed, an invoice will be sent for remittance prior to filing the Notice of Completion with the state.
2. Incentive: Should the Contractor, and/or subcontractors, achieve 15% apprentice utilization without any good faith efforts, a monetary assessment of One Thousand Dollars (\$1,000) will be paid to the Contractor for proportional distribution to all employers of apprentices on the Project.

BID FORMS

NOTE: ANY ALTERATION OR ADDITION TO THE BID FORM MAY INVALIDATE THE BID

BIDDER'S NAME: _____ DATE: _____

WA EMPLOYMENT SECURITY DEPARTMENT ACCOUNT NUMBER: _____

Name of Project: **Tekoa Site Development Project**

- Having carefully examined the contract documents as well as the site of the project and conditions affecting the work, the undersigned proposes to furnish all the labor, materials, equipment, superintendence, insurance and other accessories and services necessary to perform and complete all of the work required by and in strict accordance with the above documents and implied intent thereof, for the following schedule of prices:

LOADED HOURLY LABOR RATES for all Contract Work. For all labor as may be necessary for the particular operation, the Contractor may be paid an amount equal to the lump sum bid amount. This payment shall include the sum of the following: prevailing wage rate, wage premiums, overhead, profit, insurance, medical premium, as applicable, and all other costs incurred in supplying such labor, including but not limited to all costs associated with transportation to and from job site and tools and PPE and equipment supplied to the Worker for the execution of the work. The Contractor shall meet the Washington State Prevailing Wage Rates including benefits current for the trade/position of the work.

- The low Bidder, for purposes of award, shall be the responsive Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Owner, and within funds available for the project. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid opening.
- Bidder has examined copies of the Bid Documents and of the following Addenda (receipt of which is hereby acknowledged):

IMPORTANT: EACH ADDENDUM MUST BE ACKNOWLEDGED.

Date	Number

- The following documents are attached to and made a condition to this Bid:
 - Attachment A – Bid Schedule
 - Attachment B – Bid Bond Form

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, 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 judgment entered by a court of limited or general jurisdiction.

Certification of Compliance with Apprentice Utilization Participation

The bidder hereby certifies that, in accordance with apprenticeship utilization requirements in RCW 39.04.320, that it shall comply with the project's established apprentice utilization participation requirements.

Certification of Non-Collusion

The bidder hereby certifies that the undersigned person, firm, association or corporation has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name _____ Title _____

Signature

Business Address _____

Mailing Address _____

Phone Number _____

Contact Person _____ Email _____

ATTACHMENT A - BID SCHEDULE

The following bid to furnish all labor, equipment, and materials and to perform all work, in accordance with the terms & conditions and prevailing wage requirements, for the Tekoa Site Development Project is submitted:

Base Lump Sum Amount	\$ _____
WA State Sales Tax (7.9%)	\$ _____

TOTAL BID PRICE \$ _____

Add Alternate 1	\$ _____
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WA State Sales Tax (7.9%)	\$ _____
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TOTAL BID PRICE \$ _____

Add Alternate 2	\$ _____
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WA State Sales Tax (7.9%)	\$ _____
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TOTAL BID PRICE \$ _____

ATTACHMENT B: BID BOND FORM

Herewith find deposit in the form of a certified check, cashier's check, cash, or bid bond in the amount of: \$ _____ which amount is not less than 5% percent of the total bid.

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the Port of Whitman County as Obligee, in the penal sum of _____, Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for Project titled:

Tekoa Site Development Project

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety and Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 2026

Principal

Surety

_____, 2026

Received return of deposit in the sum of: \$ _____

Signed

ATTACHMENT C: CONTRACT FORM

This contract made and entered into this ____ day of ____ , 2026, by and between the **Port of Whitman County, Whitman County**, Washington, hereinafter called "Owner" and _____ hereinafter called "Contractor".

WITNESSETH: It is hereby mutually understood and agreed by and between the Owner and the Contractor as follows:

I. CONTENTS OF CONTRACT: The contract shall consist of;

- (1) This document, including amendments thereto;
- (2) The invitation to bid, instructions to bidders, bid proposal, all related bid documents, including any addenda issued, and general scope of work;
- (3) The construction design, drawings, related permits and plans;
- (4) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2026 Edition (the "WSDOT Specs") (not attached).

In the event of any conflicting terms in the above documents, the following order of precedence shall apply:

- (1) The addenda to the invitation to bid and all related documents;
- (2) The construction design, drawings, related permits and plans;
- (3) The invitation to bid, bid proposal, all related bid documents, and general scope of work;
- (4) This Contract Form; and
- (5) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2026 Edition (the "WSDOT Specs").

ALSO APPLIES BUT NOT ATTACHED TO CONTRACT:

- (1) All applicable State, Local and Federal Laws and Regulations.
- (2) The Prevailing Wage Rates set by the State Department of Labor & Industries.

II. WORK TO BE PERFORMED: Contractor shall commence and complete the construction described as follows:

Tekoa Site Development Project

Hereinafter called the project and all extra work in connection therewith. The Contractor shall perform the contract in accordance with terms and conditions set forth in this Contract.

The Contractor's scope of work shall include but is not limited to the scope of work delineated in the small works roster bid document attached.

III. PRICE: Contractor shall perform the contract for the specified in the bid attached, in words and numbers:

_____ including applicable taxes.

The liability insurance and the applicable prevailing wages are a requirement under this Contract, and at the Contractor's own proper cost and expense it shall furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, required payment and performance bonds, and other accessories, and services necessary to complete the project.

- IV. **COMPLIANCE WITH STATE LAWS:** It is understood and agreed that all statutes of the State of Washington relating to public works projects applicable hereto shall be fully complied with and fulfilled by the Contractor, including the applicable Federal Laws, and upon Contractor's failure to do so the Owner may terminate this Contract as provided for under the laws of the State of Washington and the terms of this Contract.
- V. **Federal Debarment Certification:** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. The Contractor agrees to notify the Owner if the Contractor becomes debarred during the contract term.
- VI. **PAYMENT:** The Owner agrees to pay the Contractor in current funds, after completion for the performance of the contract as outlined in the accepted Bid Proposal of the Contract Provisions / Contract Documents, and for any extra work or material as applies and as pre-approved by the OWNER in writing. Invoices for progress payments may be submitted after work is completed. Retainage will be withheld from each invoice in the amount of 5%. Retainage will be released upon approval of the required state agencies.
- VII. **COMMENCEMENT OF WORK:** The Contractor hereby agrees to commence work under this contract promptly upon receipt of written "Notice to Proceed" from the Owner or on the date specified in the "Notice to Proceed" and to fully complete the project NO LATER THAN 10/31/2026. Weather days are not allowed under this contract. No payment shall be made for any construction delays related to DAHP protocols. The Port may elect to extend the project completion date to reflect the time lost.
- VIII. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work or deliver the requested material within the time specified above in this Contract, the Contractor shall pay liquidated damages at the rate specified in Section 1-08.9 of the Washington State Department of Transportation 2020 Standard Specifications for Road, Bridge and Municipal Construction.
- IX. **GENERAL REQUIREMENTS:** Division 1 of the WSDOT Specs shall apply to this Contract and is expressly incorporated as if specifically set forth herein. Notwithstanding the foregoing, any reference in the WSDOT Specs to the "Commission" or "Washington State Transportation Commission" shall refer to the Port Commission and any reference to the "Contracting Agency" or the "Department" shall refer to the Port.
- X. **DEFENSE AND INDEMNIFICATION.** Contractor shall indemnify, defend and hold harmless the Owner (which for purposes of Section 4.04.2 and its subsections, shall include Owner's commissioners, directors, officers, employees and agents, consultants and their respective directors, officers, and employees) from and against any and all claims, suits, actions, proceedings,

or liabilities of any kind (including reasonable attorney's fees and expenses associated therewith or with successfully establishing the right to indemnification hereunder), for bodily injury or death to any person (and including specifically bodily injury or death to any employee of Contractor or any subcontractor thereof), or damage to property of any person, which arise out of or are in any way connected with or related to the performance of this Contract or the Work to be performed hereunder to the extent caused by any act or omission of the Contractor, its employees, subcontractors, suppliers, or agents. Notwithstanding the foregoing, however, this paragraph shall not be construed so as to require the Contractor to defend, indemnify or hold harmless the Owner from such claims, damages, losses or expenses to the extent caused by or resulting from the sole negligence of the Port. Furthermore, if and to the extent that this Contract is construed to be relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, railroad, excavation, or other structure, project development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 RCW, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Owner and (ii) the Contractor, its employees, subcontractors, suppliers, or agents, it is expressly agreed that the Contractor's obligation of indemnity under this paragraph shall be effective only to the extent of the negligence of the Contractor or its employees, subcontractors, suppliers, or agents. The obligations of this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

IN THE EVENT OF ANY CLAIMS AGAINST THE OWNER BY ANY EMPLOYEE OF THE CONTRACTOR, THE DEFENSE AND INDEMNIFICATION OBLIGATION OF THIS SECTION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION OF THE AMOUNT OR TYPE OF DAMAGES OR COMPENSATION BENEFITS PAYABLE BY OR FOR THE CONTRACTOR UNDER APPLICABLE WORKS OR WORKMEN'S COMPENSATION, BENEFIT, OR DISABILITY LAWS (INCLUDING, BUT NOT LIMITED TO, THE INDUSTRIAL INSURANCE LAWS OF TITLE 51 OF THE REVISED CODE OF WASHINGTON, AND THE LONGSHOREMEN AND HARBOR WORKERS COMPENSATION ACT). FOR THE PURPOSES OF THE FOREGOING DEFENSE AND INDEMNIFICATION OBLIGATION, THE CONTRACTOR EXPRESSLY WAIVES ANY IMMUNITY THE CONTRACTOR MIGHT HAVE UNDER SUCH LAWS, AND BY AGREEING TO ENTER INTO THIS CONTRACT, ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

CONTRACTOR'S INITIALS _____

XI. FINAL ACCEPTANCE OF WORK: Final acceptance of the Work shall not constitute acceptance of any unauthorized or defective work or material. The Port shall not be barred from requiring the Contractor to remove, replace, repair, or dispose of any unauthorized or defective work or material or from recovering damages for any such work or material. If within two years after the date of completion of the Work, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Port to do so (the "Warranty"). The Port shall give such notice promptly after discovery of the condition. The Contractor shall bear all costs to correct such work. If action to correct the listed deficiencies is not initiated within fifteen working days after receipt of the written notice listing the deficiencies, the Port may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies. Such steps may include the correction of defects

using in house forces or by others. In such case, the direct and indirect costs incurred by the Port will be charged to the Contractor. This Warranty is in addition to, and not limitation of, any and all other rights and remedies the Port has under law and equity.

By executing this document below, the parties to this Contract signify that they have read the contents of this Contract understand it and agree to be bound by its terms.

DATED: _____

CONTRACTOR:

President/Owner

ATTEST:

Secretary

OWNER:

**PORT OF WHITMAN COUNTY
COLFAX, WASHINGTON**

Kara Riebold, Executive Director

ATTEST:

Brenda Stav, Operations and Administration Director