PORT OF WHITMAN COUNTY INVITATION FOR BIDS

Project: Boyer Park Marina Primary Power Trenching and

Pavement Repair

Bid Date: January 27, 2023

Bid Due Date: February 10, 2023 by 2:00 P.M. PST

Pre-Bid Meeting: February 1, 2023 at 1:00 P.M. PST via link below (optional)

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 255 922 658 451

Passcode: 67vwnf

Download Teams | Join on the web

Or call in (audio only)

<u>+1 321-300-3685,,98242668#</u> Phone Conference ID: 982 426 68#

Bids for **Boyer Park Marina Primary Power Trenching and Pavement Repair Project** for the Port of Whitman County will be received at 302 N Mill Street, Colfax, WA 99111 (Port Administrative Building) **until 2:00 p.m. (PST), February 10, 2023**. Bids received after this time will not be accepted. Bids will only be accepted via mail or delivered to the Port Administrative Building. Email or facsimile bids will not be accepted.

The Port has contracted with Inland Power to upgrade power service to the floating docks at Boyer Park and Marina in Colfax, WA. The work associated with this bid advertisement will support those upgrades as described below. The work on this project includes, but is not limited to the following:

- Furnishing all labor, equipment, and materials (unless otherwise noted) necessary for the construction of the following, as shown on the drawings.
 - Primary power utility trench, from the existing transformer to new Inland Power transformers. Inland Power will install primary power conduit, conductors, transformers bases, and transformers. Includes underground utility location, protection of existing utilities and park components to remain, saw cutting and removal of pavement, excavating, and other necessary work to prepare the trench for conduit installation.
 - Installation of block retaining walls at each power pad. This includes
 modification of existing guardrail, excavation, protection of existing utilities,
 install of geotextile, procuring and installing the block wall, backfill to existing
 grade, and quarry spall slope protection.
 - Backfill of trenches, after conduit installation, with specified backfill material.
 - o Paving and restoring the ground surface at the trench and adjacent surfaces.

- Coordination with the Port, Inland Power, and the Port's dock replacement contractor and their electrical subcontractor.
 - o Inland Power will install primary power conduit and transformers once the excavation for the trench and power pads are complete.
 - The Port's dock replacement contractor, as a separate project will install the power stations that are connected to the Inland Power transformers.
 - The Port's dock replacement contractor, as a separate project, will use the same primary power trench to run secondary power conduit and conductors from the power station meter bases to existing dock pedestals.
 - Schedule of work needs to be coordinated with the Port and its dock replacement contractor.
 - It is desired that work be scheduled and started as soon as notice to proceed is given and no later than March 1, 2023.
 - Work to be coordinated with Port's dock replacement contractor.
- Final completion of the work shall be completed by May 19, 2023.
- Completing and complying with all permitting as required
- Work shall conform to WSDOT Standard Specifications, except as noted in the drawings.
- As-built drawings showing approximate locations of existing utilities is included in the bid documents.

If construction leads to the inadvertent discovery of an artifact or bone that may be human in origin, all ground-disturbing activity must discontinue immediately. Department of Archaeology and Historic Preservation (DAHP) protocols will be followed. No payment shall be made for any construction delays related to DAHP protocols.

A bid guaranty, payment and performance bond will be required for this project. There will be an optional pre-bid meeting. Bidders should inspect or investigate the site of Work and the attachments to this Invitation to Bid prior to attending the pre-bid meeting and prior to submitting a Bid.

Bids will be opened publicly via online meeting and read aloud immediately following the specified closing time. All interested parties are invited to attend. Bid documents may be **examined** at the Port of Whitman County, 302 N Mill Street, Colfax, WA 99111 or online using the following link https://www.portwhitman.com/contractors.

The Port reserves the right to reject any or all offers if such action is in the best interest of the Port and waives informalities and minor irregularities in offers received. Bids may be delivered by mail or delivered in person. Bidders must meet the criteria in RCW 39.04.350.

23-001-BOY Page **2** of **23** Invitation to Bid

INSTRUCTIONS TO BIDDERS

ARTICLE 1: QUALIFICATION OF BIDDERS

- A. Refer to Article 5 below for bidder qualifications. The Port 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 Bidder must be registered on the Port of Whitman County Small Works Roster.

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.

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ARTICLE 3: BIDDING DOCUMENTS

3.1 AVAILABILITY

- A. Bid documents may be examined at 302 N. Mill Street, Colfax, WA 99111, or online using the following link https://www.portwhitman.com/contractors.
- 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 via email to:

Kara Riebold

Debbie Snell - Port of Whitman County
302 N. Mill Street

Colfax, WA 99111

(509) 397-3791 509-288-0179

port@portwhitman.com

- To be given consideration the request must be received NO LATER THAN 12:00 PM on 23
 November 2021. Questions received after this date may not receive a response from the Port. February 7, 2023
- 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.
- 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.

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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. If there are questions after self-guided tour, submit in writing per instructions above.
- 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. 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.
- D. 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:

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- 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 \$1,000,000 any occurrence;
- 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.

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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 filled in by typewriter 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.
- 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.

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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;
- 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. 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.

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- H. If requested, the apparent low Bidder must provide within two (2) business days of receiving the Port's request, the following:
 - 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.
- I. 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.

5.4 SUPPLEMENTAL RESPONSIBLE BIDDER CRITERIA

As approved by the Port Commission and subject to the Port's right to reject all bids, the construction contract will be awarded to the lowest responsive and responsible bidder applying the following Supplemental Bidder Responsibility Criteria for this Project. In addition to the Mandatory Responsible Bidder Criteria above, bidders are required to meet the following criteria.

A. Manufacturer and Engineer Qualifications

- Submit the Engineer Manufacturer Qualifications for Specification 05 14 00 Structural Aluminum Framing , Item 1.06.A and 1.06.C.
 Submit the Engineer Manufacturer Qualifications for Specification 35 51 00 Float Systems , Item 1.05.A and 1.06.B.
- B. Appeal of Bidder Criteria. If the Owner determines the bidder does not meet the supplemental bidder responsibility criteria, and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If a bidder that has been determined to be "not responsible," the bidder so determined may appeal the determination to the Executive Director of the Port within two (2) business days after receiving notification of the determination by providing (i) the basis for the objection, (ii) any additional information which bidder believes will bear on the appeal and (iii) an email address where the Port's final determination can be delivered. 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 which may be transmitted by any means, including electronic mail.

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ARTICLE 6: SUBMISSION OF BIDS

6.1 SUBMISSION OF BIDS

- A. The mailed bids shall be in a sealed envelope 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. Faxed or emailed bids will not receive consideration.
- C. Oral or telephonic bids are invalid and will not receive consideration.
- D. 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.
- E. 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.

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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 Port, 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.
- C. 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.

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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, Intent to Pay Prevailing Wages, 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. 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.

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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. <u>PREVAILING WAGES</u>: 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 <u>prior to commencement of work</u>, 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://fortress.wa.gov/Ini/wagelookup/prvWagelookup.aspx.

The applicable effective date for prevailing wages is the due date in 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.

End of Section

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BID FORMS

NOTE: ANY ALTERATION OR ADDITION TO THE BID FORM MAY INVALIDATE THE BID						
BIDDER'S NAME:	DATE:					
WA EMPLOYMENT SECURITY DEPARTMENT A	ACCOUNT NUMBER:					

Name of Project: Boyer Park Marina Dock Replacement and Repair Project

1. Having carefully examined the contract documents titled PORT OF WHITMAN COUNTY INVITATION TO BID 23-001-BOY 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.

- 2. The "Total Bid Price" on the Bid Schedule will be used for basis of award. Note: The unit quantities shown in the bid submittal sheets are estimates and are stated only for bid comparison purposes. The Port does not warrant that the actual quantities of work will correspond with those estimates. The Port reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements. A list of identified projects is provided in the Specifications Section. The Port reserves the right to add or remove projects from this list.
- 3. 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

- 4. Bidder will complete the work for the unit prices for Bid Items as described in Bid Documents.
- 5. The following documents are attached to and made a condition to this Bid:
 - ◆ Attachment A Unit Pricing Bid Sheet
 - Attachment B Permits
 - Attachment C Design Drawings
 - Attachment D Technical Specifications
 - Attachment E Geotechnical Report
 - ◆ Attachment F Existing Marina Plans

2/1/2023- Correction. Attachment list was included in error.

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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.

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

By:			
,	Name—please print	Title	
	Signature		
Busin	ness Address		
 Maili	ng Address		
Telep	phone Number	Fax Number	
Conta	act Person	Email Address	

BID BOND FORM	
Herewith find deposit in the form of a certific	ed 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 th	e Port of Whitman County as Obligee, in the penal sum o , Dollars, for the payment of which the Princip
	executors, administrators, successors and assigns, jointly ar
The condition of this obligation is such that if titled:	the Obligee shall make any award to the Principal for Proje
Project: 22-001-BOY Boyer Par	k Marina Dock Replacement and Repair Project
duly make and enter into a contract with the bid and award and shall give bond for the approved by the Obligee; or if the Principal sh the penal amount of the deposit specified in	id made by the Principal therefore, and the Principal shale Obligee in accordance with the terms of said proposal or faithful performance thereof, with Surety and Sureties hall, in case of failure so to do, pay and forfeit to the Obligee the call for bids, then this obligation shall be null and void and effect and the Surety shall forthwith pay and forfeit to ges the amount of this bond.
SIGNED, SEALED AND DATED THIS	
	Principal
	Surety
	, 2023
Received return of deposit in the sum of: \$ _	
	 Signed

23-001-BOY Page **20** of **23**

CONTRACT FORM

This contract made and entered into this $_$	day of	, 2023, by and between the Port of
Whitman County, Whitman County, Wash	ington, hereina	fter called " Owner " and
	h	ereinafter 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;
 - This document, including amendments thereto;
 - (2) The invitation to bid, 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) The technical specifications;
 - (5) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2020 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 technical specifications;
- (3) The construction design, drawings, related permits and plans;
- (4) The invitation to bid, bid proposal, all related bid documents, and general scope of work;
- (5) This Contract Form; and
- (6) Division 1 of the Standard Specifications for Road, Bridge, and Municipal Construction 2020 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:

23-001-BOY Boyer Park Marina Dock Primary Power Trenching and Pavement Repair 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: excluding applicable taxes.

23-001-BOY Page **21** of **23**

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. 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.
- VI. 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 19 May 2023. Weather days are allowed under this contract pursuant to the WSDOT Specs. No payment shall be made for any construction delays related to DAHP protocols.
- VII. 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.
- VIII. 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.
- IX. 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

23-001-BOY Page **22** of **23**

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:
Secretary

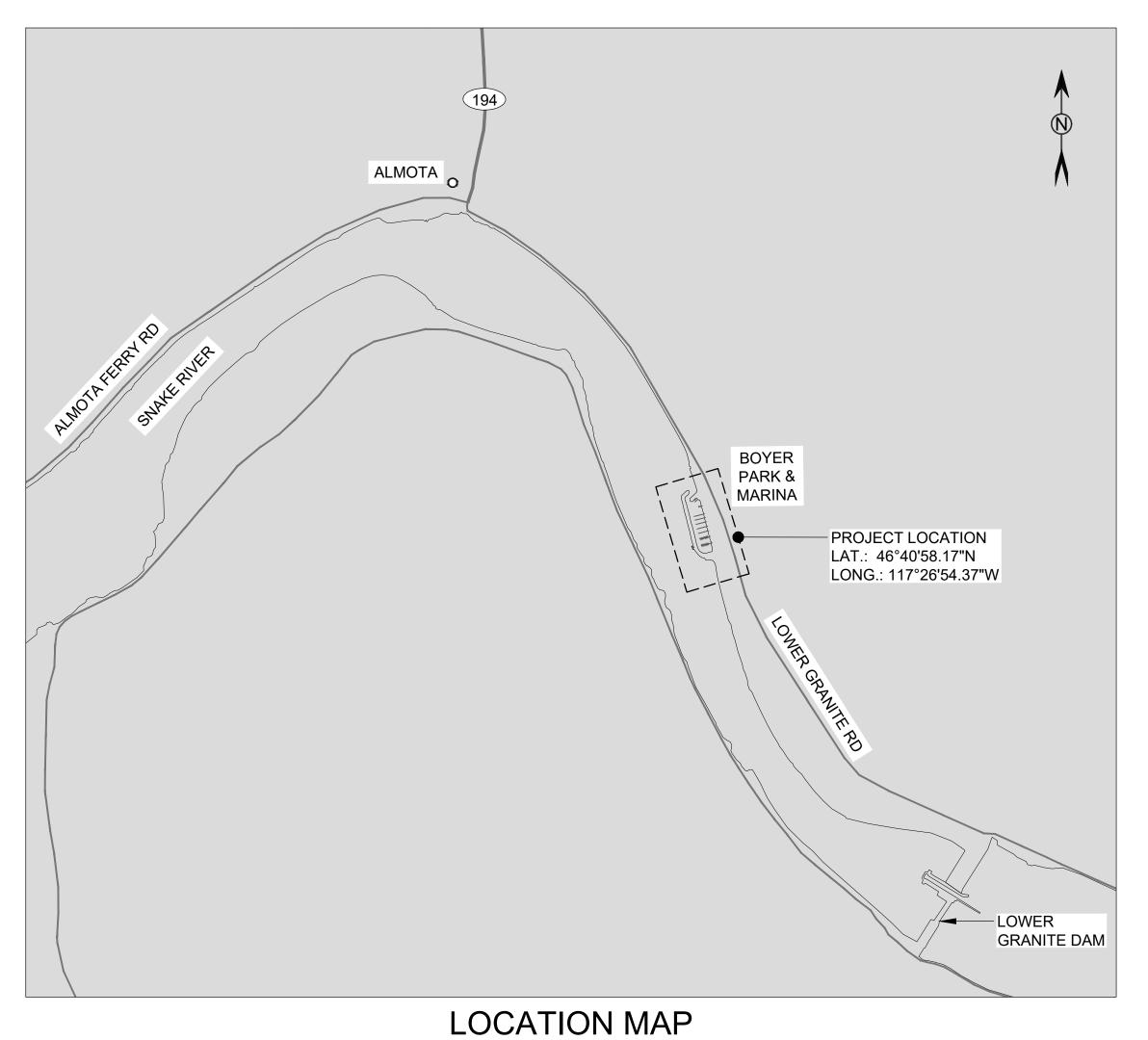
23-001-BOY Page 23 of 23



PORT OF WHITMAN COUNTY

BOYER PARK MARINA - INLAND POWER TRENCHING AND PAVEMENT REPAIR

PROJECT NO. 23-001-BOY



1" = 2000'

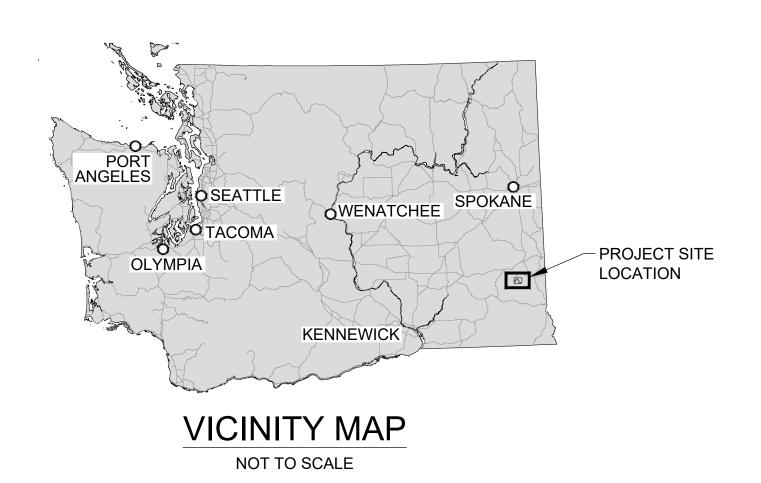
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DRAWING INDEX

DWG NO.	TITLE	SHEET NO.
DWG NO.		SHEET NO.
<u>GENERAL</u>		
G1	Cover Sheet	1
G2	General Notes	2
G3	Site Plan	3
CIVIL		
C1	Power Pad Detail Plan 1	4
C2	Power Pad Detail Plan 2	5

AERIAL PHOTO





MACDONALD

1601 5th Avenue Suite 800 Seattle, Washington 98101

T +1 (425) 778 6243 www.mottmac.com



02 N. MILL STREET						
COLFAX, WA 99111	0	1/27/2023	TM	For Bid	PY	ES
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FOR BID	

Designed	P. Yu			Eng check	E. She	eesley	
Drawn	T. Mor	rison		Coordination			
Dwg check	E. She	eesley		Approved			
Scale at ANSI D Status As Shown		Rev		Security			
Drawing Number G1							

Port of Whitman County Boyer Park Marina Inland Power Trenching and Pavement Repair **Cover Sheet**

GENERAL NOTES

- 1. THESE NOTES CONTAIN GENERAL INFORMATION AND ARE NOT COMPREHENSIVE. CONTRACTOR SHALL VERIFY INFORMATION GIVEN HERE WITH TECHNICAL SPECIFICATIONS AND OTHER DOCUMENTS AND BRING ANY CONFLICTS TO THE ATTENTION OF THE PORT OF WHITMAN COUNTY (OWNER) BEFORE WORK IS INITIATED. THE OWNER WILL RESOLVE ANY SUCH CONFLICT.
- 2. ALL DIMENSIONS AND DETAILS SHALL BE VERIFIED BY FIELD MEASUREMENT BY THE CONTRACTOR PRIOR TO FABRICATION AND CONSTRUCTION.
- 3. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL ENVIRONMENTAL PROTECTION STANDARDS, PERMITTING LAWS, AND REGULATIONS.
- 4. ALL APPLICABLE SAFETY REGULATIONS SHALL BE STRICTLY FOLLOWED. METHODS OF DEMOLITION, CONSTRUCTION, AND ERECTION OF STRUCTURAL MATERIAL IS THE CONTRACTOR'S RESPONSIBILITY.
- 5. CONTRACTOR SHALL CONFIRM EXTENT AND LOCATION OF STAGING AREAS WITH THE OWNER.
- 6. ALL LOCATIONS OF EXISTING FEATURES, UTILITIES, ARE APPROXIMATE AND HAVE BEEN ESTABLISHED FROM AVAILABLE RECORDS AND LIMITED FIELD INVESTIGATIONS. EXISTING FEATURES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO STARTING CONSTRUCTION ACTIVITIES AND DEMOLITION.
- 7. ALL EXISTING FEATURES AND STRUCTURES LOCATED IN THE PROJECT AREA SHALL BE PROTECTED UNLESS SPECIFICALLY CALLED OUT TO BE DEMOLISHED.
- 8. PRIOR TO ANY DEMOLITION AND EARTHWORK ACTIVITIES, THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, AND PROVIDE AND INSTALL ADEQUATE BMP'S TO CAPTURE ANY CONSTRUCTION DEBRIS IN ACCORDANCE WITH THE DRAWINGS. TECHNICAL SPECIFICATIONS, AND PERMIT REQUIREMENTS.
- 9. CONTRACTOR IS RESPONSIBLE TO REVIEW SITE CONDITIONS INCLUDING EXISTING GROUND CONDITIONS AND GRADE TO DEVELOP APPROPRIATE WORK PLAN, MOBILIZING AND CONDUCTING WORK.

CODES AND STANDARDS

- 1. ALL METHODS AND MATERIALS SHALL CONFORM TO IBC 2018, AS AMENDED AND ADOPTED BY THE LOCAL AUTHORITIES.
- 2. REFERENCE TO ASTM AND OTHER STANDARDS SHALL MEAN THE LATEST EDITION IN EFFECT ON THE BID DATE, UNLESS NOTED OTHERWISE IN THESE DOCUMENTS OR DESIGNATED BY THE GOVERNING CODE.

WATER LEVELS

 WATER LEVELS SHOWN ARE FOR REFERENCE ONLY AND DO NOT INDICATE EXACT. PREDICTIONS OF CONDITIONS DURING CONSTRUCTION. PROVIDE MEANS AND METHOD FOR WORKING DURING ALL WATER LEVELS:

NORMAL POOL EL = +638.0' MIN POOL EL = +633.0'

SURVEY INFORMATION (APPLIES TO ALL SITE PLANS)

- 1. HORIZONTAL COORDINATES SHOWN ON THESE DRAWINGS ARE IN U.S. SURVEY FEET RELATIVE TO THE WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83).
- 2. VERTICAL COORDINATES SHOWN ON THESE DRAWINGS U.S. SURVEY FEET RELATIVE TO NAVD88 VERTICAL DATUM (NAVD88).
- 3. CONTRACTOR SHALL USE THE SURVEY CONTROL POINTS AND DATUMS INDICATED BELOW FOR HORIZONTAL AND VERTICAL CONTROL.

MATERIALS AND CONSTRUCTION

CONTRACTOR IS RESPONSIBLE FOR ADEQUATE SHORING, BRACING, AND CUTTING OF ALL COMPONENTS AS REQUIRED FOR SAFETY AND STRUCTURAL INTEGRITY THROUGHOUT CONSTRUCTION IN ACCORDANCE WITH SOUND PRACTICE AND AS PER THE SPECIFICATIONS.

EARTH WORK

- PROVIDE ALL FIELD LAYOUT FOR THE PROPOSED WORK.
- 2. SET ALL CONSTRUCTION STAKING
- 3. IF ANY DISCREPANCIES ARE FOUND BETWEEN THE CONTRACT DRAWINGS AND ACTUAL CONDITIONS AT THE SITE, THE PORT AND THE PORT'S REPRESENTATIVE RESERVE THE RIGHT TO MAKE MINOR ADJUSTMENTS IN THE WORK AS NECESSARY TO ACCOMPLISH THE INTENT OF THE CONTRACT DOCUMENTS WITHOUT INCREASED COST TO THE PORT.
- 4. PREVENT EXCAVATED MATERIAL FROM ENTERING EXISTING CREEKS, RIVERS, LAKES, GROUND WATERS. STORM SYSTEMS AND CAUSE CONTAMINATION OF SAME
- SOILS CONSISTING OF SANDS AND GRAVEL/COBBLE AND POSSIBLY BOULDER TYPE MATERIAL SHOULD BE EXPECTED. THE PORT CANNOT, AND DOES NOT, GUARANTEE THAT SOILS COMPOSITION WILL BE UNIFORM THROUGHOUT THE SITE.
- 6. ANTICIPATE AND MAKE ALLOWANCE FOR AN AVERAGE AND REASONABLE AMOUNT OF VARIATION FROM THE TYPICAL SOIL TYPES IN THE AREA OF THE WORK. CONTRACTOR (BIDDERS) SHALL FAMILIARIZE THEMSELVES WITH THE SITE AS FULLY AS PRACTICABLE. CLAIMS FOR UNFORESEEABLE ADDITIONAL COST OF EARTHWORK WILL ONLY BE CONSIDERED IF CONTRACTOR ENCOUNTERS ROCK OR SOILS SUBSTANTIALLY AND EXTENSIVELY DIFFERENT AND MORE DIFFICULT THAN THOSE REASONABLY ANTICIPATED IN THE AREA.
- SUBMIT THE FOLLOWING FOR REVIEW BY THE PORT.
 - A. GEOTEXTILE PRODUCT SPECIFICATIONS.
 - B. EXCAVATION, GRADING, AND FILL PLAN: DESCRIBE METHODS, SEQUENCE OF CONSTRUCTION, AND EQUIPMENT PROPOSED FOR CONDUCTING THE WORK.
 - C. COMPACTION TESTING RESULTS FOR SUBGRADE OF THE BLOCK WALLS
 - D. MATERIAL SIZE CLASSIFICATIONS OF ALL IMPORTED FILL MATERIAL.

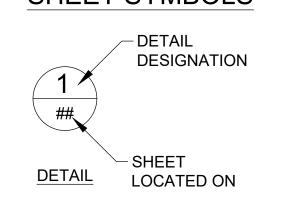
ABBREVIATIONS

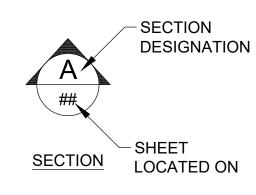
ADA	AMERICANS WITH DISABILITIES ACT	INADOS	NORTH AMERICAN DATOR
ALUM	ALUMINUM		OF 1983
BM	BENCHMARK	O.C.	ON CENTER
BMP	BEST MANAGEMENT PRACTICE	OHW	ORDINARY HIGH WATER
B.O.	BOTTOM OF	PE	POLYETHYLENE
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CIP	CAST-IN-PLACE	REF	FOR REFERENCE ONLY
CLR	CLEAR	REV	REVISION
CONC	CONCRETE	SF	SQUARE FEET
CJ	CONSTRUCTION JOINT	S.O.	START OF
CJP	COMPLETE JOINT PENETRATION	SR	STATE ROUTE
Ø/DIA	DIAMETER	SIM	SIMILAR
E	EAST/EASTING	SS	STAINLESS STEEL
EA	EACH	STA	STATION
EL	ELEVATION	STD	STANDARD
E.O.	END OF	T	THICK
EW	EACH WAY	T & B	TOP AND BOTTOM
FT	FEET	T.O.	TOP OF
FRP	FIBER REINFORCED PLASTIC	TYP.	TYPICAL
FW	FLAT WASHER	UHMW	ULTRA HIGH MOLECULAR
GALV	GALVANIZED		WEIGHT
HDPE	HIGH DENSITY POLYETHYLENE	UV	ULTRAVIOLET
HMA	HOT MIX ASPHALT	W/	WITH
HSS	HOLLOW STRUCTURAL SECTION	@	AT
LW	LOCK WASHER	,	MINUTES OR FEET
MAX	MAXIMUM	"	SECONDS OR INCHES
MIN	MINIMUM	0	DEGREES
N	NORTH/NORTHING/NUT		

AMERICANS WITH DISABILITIES ACT NAD83

NORTH AMERICAN DATUM

SHEET SYMBOLS







1601 5th Avenue Seattle, Washington 98101

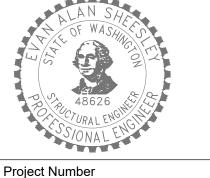
T +1 (425) 778 6243 www.mottmac.com

Suite 800

Port of

Whitman 302 N. MILL STREET **County** COLFAX, WA 99111

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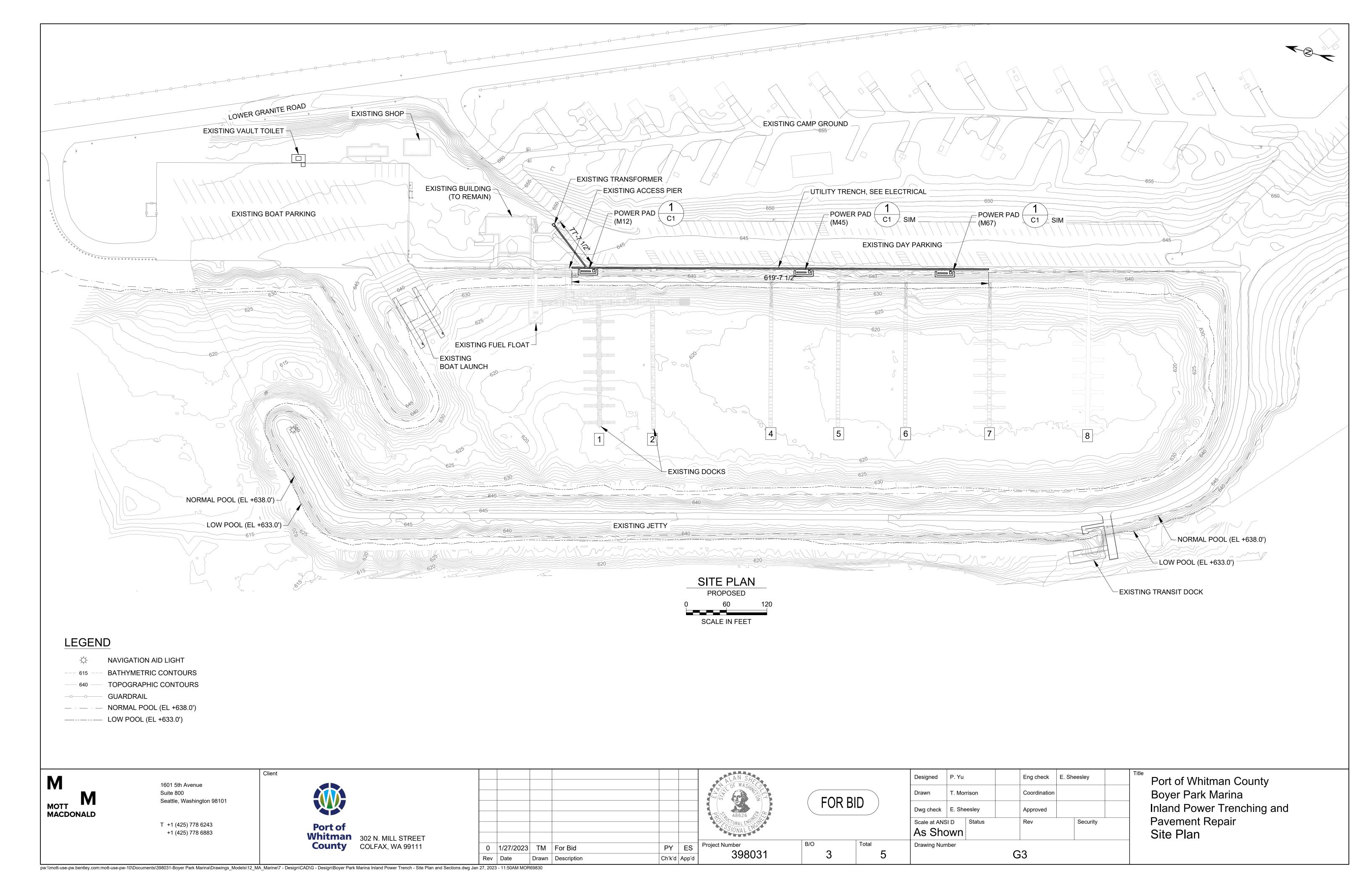
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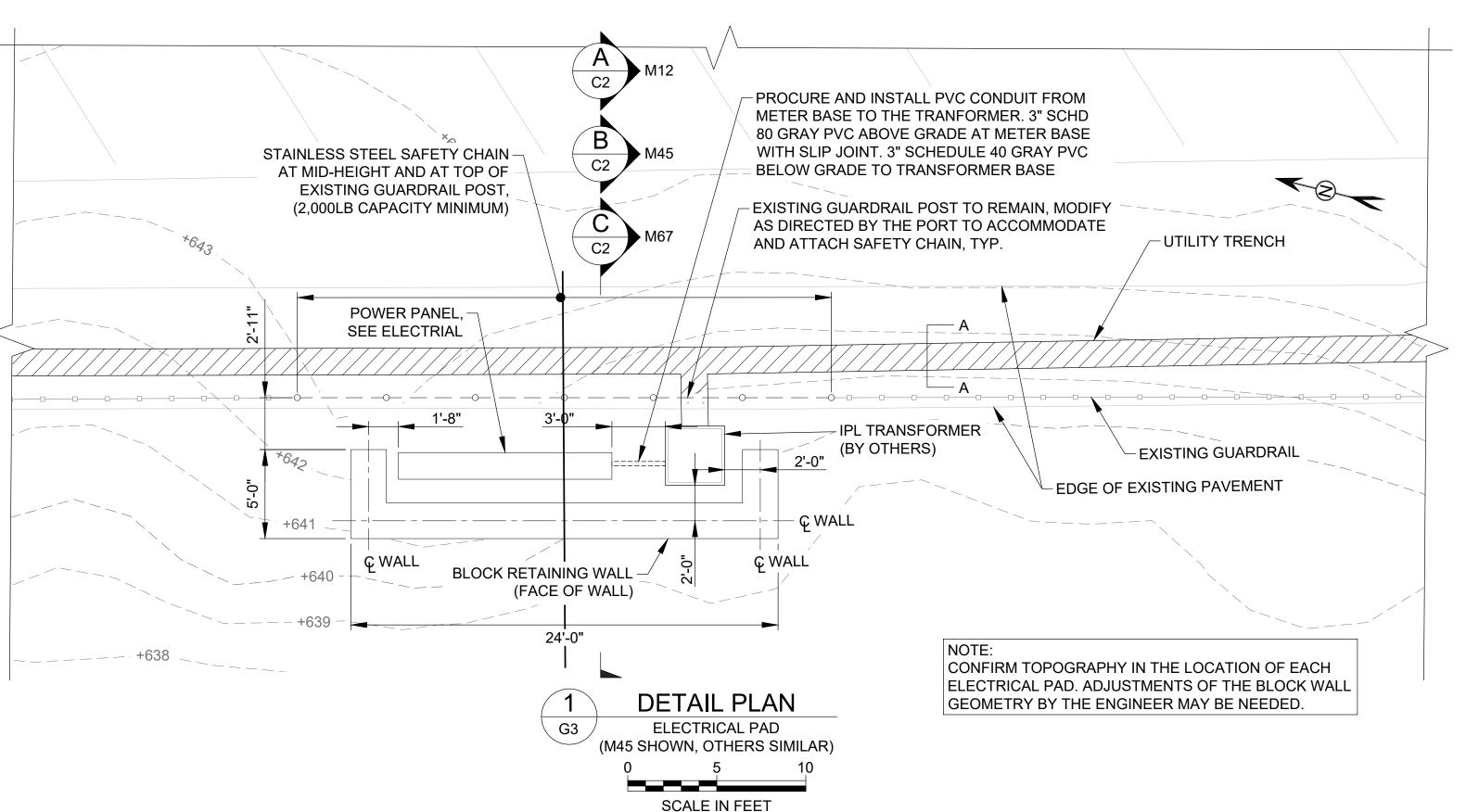
G2

Drawing Number

Port of Whitman County Boyer Park Marina Inland Power Trenching and Pavement Repair **General Notes**

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NOTES

- COORDINATE FINAL LOCATION OF EQUIPMENT WITH THE PORT'S REPRESENTATIVE.
- 2. PROVIDE ATLAS SAND AND ROCK ECOLOGY BLOCKS WITH PLAIN FINISH.

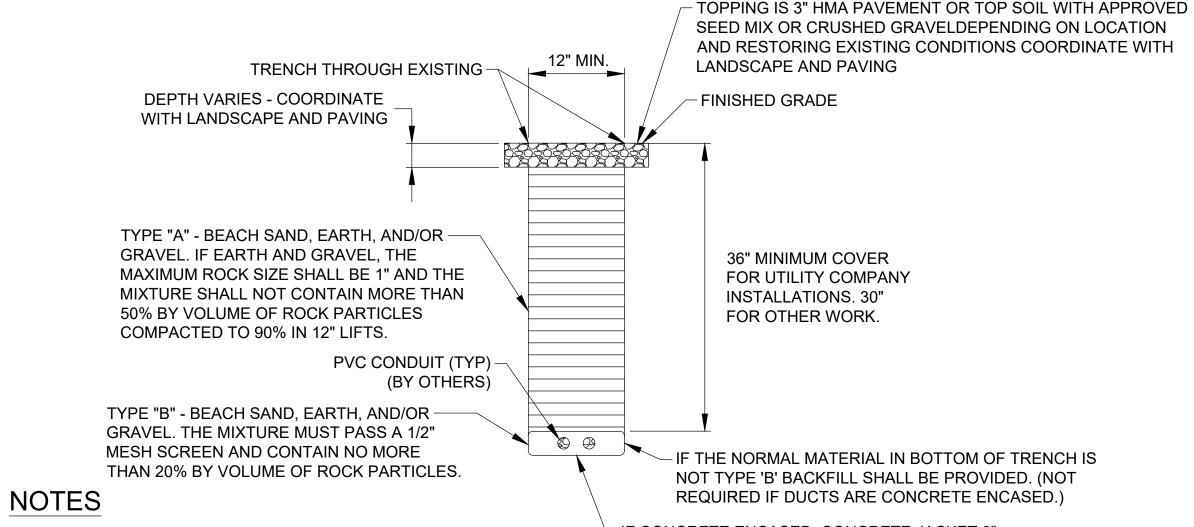
1601 5th Avenue

T +1 (425) 778 6243

+1 (425) 778 6883

Suite 800

- 3. LOCATE EXISTING UTILITIES PRIOR TO PLACING THE BLOCK AND BRING ANY CONFLICTS TO THE PORT'S ATTENTION.
- 4. PERFORM EARTHWORK FOR THE POWER PADS, IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATIONS AND AS NOTED IN THESE DRAWINGS.
- 5. WALL BATTER TOLERANCE OF +/- 1/8-INCH PER FOT MAXIMUM SHALL BE ALLOWED.
- 6. PROVIDE INSTALLATION WORK PLAN TO THE OWNER'S REPRESENTATIVE FOR REVIEW.
- 7. START EXCAVATION AT THE LOWEST WALL LEVEL. IF WALL STEPS UP BY ONE BLOCK HEIGHT, THE BASE BLOCK SHOULD BE INSTALLED AT THE LOWEST LEVEL IN ORDER TO ESTABLISH GRADE AND FACE LOCATION OF THE SECOND LEVEL
- 8. OVEREXCAVATED OR FILLED AREAS SHALL BE WELL COMPACTED AND INSPECTION AND APPROVED BY A QUALIFIED GEOTECHNICAL ENGINEER.
- FOUNDATION TRENCH SHALL BE EXCAVATED TO THE DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS.
- 10. BLOCK PLACEMENT SHOULD START AT THE LOWEST ELEVATION. AT THE START OF THE WALL, MAKE A LINE PERPENDICULAR TO THE FACE OF THE WALL SO THE FIRST BLOCK CAN BE PLACED SQUARE TO THE WALL FACE. SET BLOCKS AT THE BACK OF THE WALL FIRST, I.E. IF THE WIDTH OF THE WALL BASE IS LARGER THAN THE BLOCK WIDTH, THEN THE FIRST BLOCK SHALL BE PLACED
- 11. ALL ECOLOGY BLOCK UNITS SHALL BE PLACED TOGETHER AND PARALLEL TO THE WALL STRAIGHT WALL FACE.
- 12. THE ECOLOGY BLOCK UNITS SHALL BE INSTALLED FREE OF PROTRUSIONS AND DEBRIS BEFORE INSTALLING THE NEXT COURSE OF UNITS.
- 13. AT THE COMPLETION OF THE PLACEMENT OF EACH COURSE, A STRING LINE SHALL BE PULLED TO CONFIRM THAT THE WALL GEOMETRY IS BEING MAINTAINED.
- 14. ONLY HAND-OPERATED COMPACTION EQUIPMENT SHALL BE USED WITHIN 5 FEET OF THE BACK FACE OF THE ECOLOGY BLOCK UNITS. THIS AREA SHALL BE
- COMPACTED TO A MINIMUM OF 90 PERCENT OF STANDARD PROCTOR DRY DENSITY IN ACCORDANCE WITH ASTM D698-98.
- 15. SOIL DENSITY TESTING SHALL NOT BE PERFORMED WITHIN 5 FEET OF THE TAIL OF THE ECOLOGY BLOCK UNITS. 16. THE TOE OF THE WALL SHALL BE FILLED AND COMPACTED AS THE WALL IS BEING CONSTRUCTED.
- 17. THE FILL AREAS SHALL BE GRADED OR PROTECTED SO THAT ANY SURFACE WATER RUN-OFF IS DIRECTED AWAY FROM THE WALL FACE.



1. PROVIDE WARNING TAPE, SAND BACKFILL AND COMPLY WITH ALL IPL REQUIREMENTS FOR TRENCHING.

Drawing Number

└─ IF CONCRETE ENCASED, CONCRETE JACKET 3" MIN. ALL AROUND. 2500 PSI IN 28 DAYS.

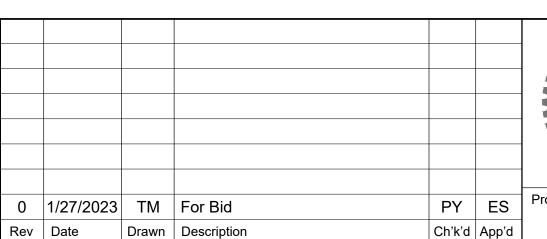


M MOTT **MACDONALD**

Seattle, Washington 98101

Port of

Whitman 302 N. MILL STREET **County** COLFAX, WA 99111





398031

FOR BID

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C1

Port of Whitman County Boyer Park Marina Inland Power Trenching and Pavement Repair Power Pad Detail Plan 1

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