



SOLICITATION TO BID

City of Pacific Small Works Roster - Invitation To Bid

Project Name: PW-23-019 SW_CB Cleaning 2023 (FINAL)

*** STORM DRAINAGE SYSTEM CLEANING ***

PROCUREMENT DATES & TIMES

| | | |
|---|-----------------------------|----------------------------------|
| Invitation To Bid (ITB) Advertise Issue Date: | Tuesday, 08-01-2023 | n/a |
| Non-Mandatory Virtual Project Walk Through Conference Date #1 | Tuesday, 08/08/2023 | 12:00 PM (noon) |
| Non-Mandatory Project Walk Through Conference Date #2 | n/a | n/a |
| Bidder Questions Cut-Off Date/Time | Thursday, 06-29-2023 | COB |
| Answers to Bidder Questions Date/Time | Friday, 06-30-2023 | COB |
| BID DUE Date: | Wednesday, 8/30/2023 | 11:59 PM before mid-night |

PROCUREMENT CONTACT

| | |
|------------------------|---|
| Name: | "Cathy Fisher" |
| Department: | Public Works Coordinator |
| Phone Number: | 253-929-1144 |
| E-Mail Address: | cfisher@ci.pacific.wa.us |
| Address: | 100 - 3 rd Ave SE, Pacific, WA 98047 |
| Advertisement Mediums: | MRSC, Direct Solicitation |
| Bidder Questions: | See Section "Bidder Questions or Substitution Requests" |
| ALL Bid Documents: | Digital Bidding documents (plans/specs/addenda) will be available ONLY through the American Reprographics Company (ARC) – Tacoma Planwell website, which is free to view for all bidders. https://order.e-arc.com/arcEOC/ARCPlanRoom.aspx# Email address: Tacoma.bidservices@e-arc.com Phone: 253-383-6363 |

*Bids for Small Works Roster Advertised projects **will also** be accepted from contractors who are **not** listed on MRSC roster at <http://www.mrscrosters.org>. But all responsive contractors shall have a certificate of registration in compliance with RCW 18.27 for the performance of the Work at the time of bid opening. Additionally, responsive contractors at time of bid shall have current: UBI number, industrial insurance coverage as verified by WA L&I, Employment Security Department number, WA state Excise Tax Registration Number, and must not be disqualified from bidding per the Debarred Contractors list. The successful bidder must have or shall obtain a business license in the jurisdiction for where work will be conducted. *

PLEASE NOTE: ITB, RFP, RFQ terms are often used interchangeably, but owner's intent is still the same; which is to publicly advertise the project. COB = Close of Business, also accepted up to midnight the day of.

Contractor/Bidder/Principal terms are used interchangeably.



Project Parameters

PROJECT NO. & NAME: PW-23-019 SW_CB Cleaning 2023 (FINAL)

PROJECT LOCATION: Locations vary within City of Pacific (see scope & drawings)

OWNER/ENGINEER'S ESTIMATE: Approximately \$120,000.00

BID DUE DATE: On or before the listed date on this Invitation To Bid, **11:59 PM** **8/30/2023**

EXPECTED SCHEDULE: Time is of the Essence = This project must achieve Substantial Completion on or before **10/16/2023**, regardless of NTP award dates.

ASSUMED PROJECT SCHEDULE

| Date: | Task: |
|--------------------|---|
| 8/1/2023 | Invitation To Bid (ITB) Advertise Issue Date |
| 8/7/2023 | City Council –Agenda Item |
| 8/8/2023 | Virtual Project Walk-Thru #1, via Zoom @ 12:00 PM (noon) (non-mandatory) |
| 8/10/2023 | Addendum #1 Issued |
| 8/25/2023 | Bidder Questions Cut-Off @ 12:00 PM (noon) |
| 8/28/2023 | Addendum #2 Issued |
| 8/30/2023 | Bid due date @ 11:59 PM (on or before, see also procurement dates & times) |
| 8/30/2023 | Bid Opening at City Hall @ 12:00 PM (non-mandatory) {bid tabulation results posted on ARC} |
| 9/1/2023 | Notice of Intent To Award |
| 9/5/2023 | City Council – Resolution |
| 9/6/2023 | “LIMITED” Notice To Proceed to Contractor _ Contract/Project Administration |
| 9/1/23 – 9/8/23 | Construction Submittals |
| 9/7/2023 | Pre-Construction Meeting |
| 9/8/2023 | “FULL” Notice To Proceed to Contractor _ Contractor 100% Mobilization (on or around TBD.) |
| 9/12/23 – 10/16/23 | Project Progress Meetings (Weekly) |
| 10/16/2023 | Punchlist Walk |
| 10/16/2023 | Milestone #1 = Substantial Completion (days) Liquidated Damages Shall Apply |
| 10/17/2023 | Back Punchlist Walk & Contractor Demobilization |
| 11/16/2023 | Close-out Documentation Due, Required 30-days after Substantial Completion |
| 41 | Overall Contract Period, Calendar Days To Complete: (Limited Notice To Proceed Thru Substantial Completion Date) |
| 39 | Calendar Days To Complete While On-Site: [based on 9/8] (Mobilization Thru Substantial Completion Date) |

PROJECT NARRATIVE & DESCRIPTION: Project consists of furnishing all materials, equipment, tools, labor, overhead, profit and other work or items incidental theretofore and as generally described as follows:

1. Clean and remove debris from storm drainage system Catch Basin Structures shown on the enclosed Project Maps (Exhibit B). Contractor will remove covers, and clean manhole structures;
2. Legally dispose of the removed debris; and
3. Provide electronic and written reports of piping and manholes cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered.
4. ADDITIVE ALTERNATES: Upon discovery of compromised or impacted culverts, document and notify the City of Pacific, as additional system storm pipe cleaning will be necessary; followed up with CCTV inspections of the cleaned pipe segments.



ADMINISTRATIVE PARAMETERS

SCHEDULE/SCOPE CLARIFICATIONS: Time is of the Essence. Assume that after the owner has provided a Notice Of Intent To Award, that contractor can begin pre-construction procurement submittals.

Contract Time – The firm is expected to achieve Partial Substantial Completion or Substantial Completion with all work under the Base Bid (*and accepted Alternates/Options if applicable*) by the dates designated in the construction documentation. The overall calendar day calculation is between the NTP (Notice To Proceed Date) and Substantial Completion Date, this date maybe subject to change at time of final award by owner. If the project has any work not completed by either the partial substantial completion date or substantial completion date (not including punchlist items) which requires additional calendar days, it will be subject to daily liquidated damages, up until the date for which that scope of work is achieved applicable to either partial substantial completion or substantial completion.

Final Completion – All the Work including the punchlist and incidentals, shall be fully and finally completed in accordance with the contract documents within 30 calendar days after the date of Substantial Completion. If the project has any work not completed by the final completion date, and which requires additional calendar days to complete, the contract will be subject to daily liquidated damages, up until all work has been finally complete and final completion is achieved. Default sum is \$100 for each consecutive calendar day that contractor is in default after the Final Completion Time.

Partial Substantial Completion Date (*defined*) – n/a

Substantial Completion Date (*defined*) – All Project Work shall be 100% complete.

PROJECT INFORMATION: All project digital bidding documents (ITB/plans/specs/addenda) can be found on the will be available ONLY through the American Reprographics Company (ARC) – Tacoma Planwell website, which is free to view and download for all bidders. <https://order.e-arc.com/arcEOC/ARCPlanRoom.aspx#>

Email address: Tacoma.bidservices@e-arc.com

Phone: 253-383-6363

PROJECT ADVERTISEMENT: The project will be advertised thru the following (*check all that apply*):

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | DJC (Daily Journal of Commerce) |
| <input checked="" type="checkbox"/> | American Reprographics Company (ARC – Planwell) |
| <input checked="" type="checkbox"/> | MRSC Small Works Roster (Municipal Research Services Center – contacting vendors once) |
| <input checked="" type="checkbox"/> | Vendor Direct (direct solicitations) |

FORMS & ADDITIONAL CONTENT: CI Pacific has provided the most up to date copies of vendor/contractor resources & forms on its website at: TBD?

LIQUIDATED DAMAGES: The undersigned agrees to pay the Owner as liquidated damages the sum of **\$150** for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the contract invoice as a deductive change order.

PREVAILING WAGES: This project is subject to WA State Labor & Industries Prevailing Wage laws. LNI Intents must be filed prior to starting and LNI Affidavits upon completion. LNI will require certified payroll. Please be advised the City of Pacific is split between both King County and Pierce County. Contractor must plan for LNI Intents & Affidavits accordingly.

PROJECT FINANCING: CI Pacific is financing 100% of this project thru the general city fund.

BUY AMERICAN ACT: This contract is **not** under the scrutiny of under the “Buy American Act”; although procurement that reflects the “Buy American Act” is encouraged.



ADMINISTRATIVE PARAMETERS

PRE-BID CONFERENCE WALK THRU:

Mandatory Job Walk?

YES

NO

Meet online via zoom platform, at the appointed day & time as listed on the Invitation To Bid. ~~Parking will be available at the parking lot.~~ Owner will be available to introduce the project requirements and answer questions. A project walk-thru will then commence promptly.

All bidders that wish to bid on this project, **SHOULD** attend the pre-bid conference walk thru. ~~Meet onsite, as shown in Figure 1 below. Firms should bring their own: Copies of Bidding Documents, Project Questions. Firms must bring their own: Hi Visibility Safety Vests, Washington State ID & PPE gear for Covid-19 best practices (masks + gloves).~~ This meeting will be made available only on the aforementioned dates & times. See instructions below. (Contractor may have to download "Zoom" software, please review & allow adequate time prior to meeting)

Join Zoom Meeting

One tap mobile: US: [+12532050468..83359301976#](tel:+1253205046883359301976) or [+12532158782..83359301976#](tel:+1253215878283359301976)

Meeting URL: <https://us02web.zoom.us/j/83359301976>

Meeting ID: 833 5930 1976

Join by Telephone

For higher quality, dial a number based on your current location.

Dial:

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 833 5930 1976



ADMINISTRATIVE PARAMETERS

RESERVATIONS & CONSIDERATIONS: CI PACIFIC may consider waiving at their discretion, certain bidding formalities, and irregularities on a case-by-case basis for the benefit of the project; and/or reserves the right to reject any or all bids. This RFP does not obligate CI PACIFIC to accept or contract any expressed or implied services. CI PACIFIC may reserve the right for convenience and at CI PACIFIC's discretion for future projects, by utilizing this RFP and the results thereof, as the instrument of advertisement, provided that the other new future project's scope of work and project conditions is somewhat similar to the currently advertised project.

NOTICE: Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion and without notice by the City.

BIDDER RESPONSIBILITY: It is the Bidder responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and City's General Terms and Conditions for Facility Construction as found on City's website. Bidders must also comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes. Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.

COSTS TO PROPOSE: CI Pacific will not be liable for any costs incurred by the Proposer related to this RFQ/RFP/ITB. This includes any preparation or activities related to this project.

NON-DISCRIMINATION: The City of Pacific, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PROJECT AWARD: The award of the Contract will go to the lowest responsive qualified bidder submitting the lowest responsible bid. The City reserves the right to reject any and all bids or waive any informality in the bidding and make the award as deemed to be in the best interest of the City. The Notice of Intent to Award is expected to be made within 5 days of bid date. All pricing and responses shall be exhibited on CI PACIFIC's forms.

RETENTION: Applicable to any project over \$35,000.00, and the amount of retention = 5%. Retention will be retained until a successful Notice Of Completion is obtained. Notice of Completion is when CI PACIFIC is notified of acceptance by the following (3) entities: Labor & Industries, Dept. of Revenue and Dept. of Employment Securities. Notice of Completion often takes 90 – 120 days after 100% invoice completion. Retention payments will be paid minus any liquidated damages or lost key assessments. The retention invoice must be submitted on City's invoice forms and this invoice, can be submitted simultaneously to the 100% complete invoice. Retainage may be increased to the amount = 10%, if agreed to mutually by contractor and CI PACIFIC, when utilizing the P&P bonding "IN LIEU OPTION". This project will allow for a 10% retention in lieu of Payment & Performance Bond, provided that the contract amount base bid including XX.X% Washington State Sales Tax is less than \$150,000.



ADMINISTRATIVE PARAMETERS

BID BOND: All bid proposals shall be accompanied by a Bid Bond, (Bid Security/Bid Guarantee/Bid Deposit) in the form of a ~~cash deposit~~, certified or cashier's check, postal money order, company check or surety bond made payable to the City of Pacific, for a sum not less than five percent (5%) of the amount of Contractors Base Bid amount + Sales Tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Pacific. This is applicable for all projects when the base bid contract exceeds \$35,000. This Bid Bond is calculated upon the amount of the projects owner's estimate amount multiplied by five percent. See also Bid Bond form included in this ITB/RFP. **[Contractors Base Bid Amount + WSST X 5%]**

PAYMENT & PERFORMANCE BOND: Payment & Performance bonding (P&P bond) is NOT required to be exhibited during bidding. However, contractor must be able to obtain a future P&P bond if project necessitates one. Contractor shall at the time of contract, deliver a satisfactory P&P bond equal to 100% of the awarded bid amount. The P&P bond amount will be based upon the base bid value of the project + WSST. P&P bond is applicable to any contract with WSST included exceeding \$35,000. Surety proof of P&P Bond is not required to be exhibited for bidding, but Contractor must have the financial ability to acquire one and it's pricing must be exhibited. See also RCW 47.28, otherwise they may forgo their Bid Bond. Additionally, P&P bonds must be rated as: A.M. Best financial strength rating "A-" or better. The bid bond may be retained by CI PACIFIC as a guarantee until the contract has been signed and a Performance Bond in a form acceptable to the Owner has been made and delivered to the Owner.

Utilizing RCW 39.08.010 the P&P bonding requirement may be waived after the time of bid opening, all dependent upon on the individual projects mitigated risk approach as determined by CI PACIFIC, and subject to the contractor's increased retainage level. In some bidding situations, excessively high surety bonding rates can occur, although minimal risk is perceived by CI PACIFIC, and if agreeable by both CI PACIFIC and the Contractor. This "In Lieu Option" is applicable to any contract amount including WSST between \$35,000 - \$149,999 and when agreeable by both owner and contractor. This mitigated risk approach will be evaluated during price proposal reviews and is not guaranteed.

BID SUBMISSION: Notice is hereby given that sealed bids will be received at the office of City Clerk for the City of Pacific, 100 – 3rd Avenue SE, Pacific, WA 98047 for this stated RFP/ITB at the time and date stated there-in. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read. All bid submittals must be on the owner provided forms. Pricing to be held for 45 days after date bid is due. Instructions to Bidders, All bids must be submitted on or before the Bid Date/Time by the following checked box methods:

| | |
|--|--|
| <input checked="checked" type="checkbox"/> | EMAIL: All bid proposals must be accepted and date/time stamped by receiving email, before mid-night (11:59 PM) the day of bid due date, unless otherwise stated. The bid proposal submission package must contain ALL items requested in bidder's checklist, and all information requested all be bound together as one (1) document in an electronic ".pdf" format in a file size not larger than 15MB, as an attachment to the email. Do not utilize a webpage, cloud service, and/or re-direct page or other 3rd party hosting site for the bid proposal. All bid proposals must be emailed directly to: PWbidding@ci.pacific.wa.us |
| <input type="checkbox"/> | HAND DELIVERED: n/a |



ADMINISTRATIVE PARAMETERS

CONTRACTOR DISQUALIFICATION:

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.
2. A bidder may be deemed not responsible and the proposal rejected if:
 - a. More than one proposal is submitted for the same project from a bidder under the same or different names;
 - b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
 - c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;
 - d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;
 - e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;
 - f. The bidder failed to settle bills for labor or materials on past or current contracts;
 - g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;
 - h. The bidder is unable, financially or otherwise, to perform the work; or
 - i. There are any other reasons deemed proper by the Contracting Agency.



BIDDER QUESTIONS

| | |
|---------------------|--|
| Bidding Contractor: | |
| Contact Name: | |
| Contact Email: | |
| Contact Phone: | |

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Pacific’s policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Pacific “Public Works Department” Attention: Rick Gehrke Public Works Director for the City of Pacific, via ONLY email to: PWbidding@ci.pacific.wa.us

ALL bidder questions must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City’s response will be sent via email or as an issued addendum, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email. An addendum will be issued to all prospective bidders if a correction or clarification is needed.

Bidding Contractor has the following question(s)/comment(s)/substitution request(s):

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BIDDER QUESTIONS: Questions or Substitution Requests about this project should be directed to:

PWbidding@ci.pacific.wa.us



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 1 of 2

Contractor Name & Date:

Contractor Authorized Bidder Name & Title:

Contractor Contact Information - Address:

Contractor Contact Information - Phone & Email:

Contractor Registration Number & Expiration Date:

Contractor Bonding Company Name:

Contractor Bonding Company Contact Info:

Contractor Unified Business Identifier Number:

Contractor Federal Tax ID Number:

Contractor Labor & Industries Number:

Contractor Signature:

Pursuant to and in compliance with, the Bidder has familiarized themselves with the Invitation to bid, scope of work and drawings/specifications, as well as the premises and conditions affecting the work, "General Terms and Conditions for Facility Construction" and the CI PACIFIC Contract; and hereby proposes to provide / furnish all materials, prevailing wage labor, equipment, ancillary items and incidentals to fully perform all the contractor coordination, AHJ coordination, MEP permitting, installation, commissioning and closeout. Included in this Lump Sum Dollar amount bid prices is also contractor overhead, profit and Payment & Performance Bonding costs. CI PACIFIC expects that the prime contractor bidding this project, is providing a "TURN-KEY" 100% complete Lump Sum project and all costs associated with this project's scope and ITB/RFP have been accounted for.



REQUIRED ATTACHMENT A: BID PROPOSAL FORM 2 of 2

| Item | Description | Unit Price | Unit | Qty | Total Dollar Amount |
|------|--|------------|------------|-----|---------------------|
| 1 | Base Bid - Mobilization, Demolition, Site Preparation & Clean-up _ Total: [word\$_____] | | Lump Sum | 1 | \$ |
| 2 | Base Bid - Traffic Control _ Total: [word\$_____] | | Lump Sum | 1 | \$ |
| 3 | Base Bid - Cleaning of Type I Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$_____] | | Each | 342 | \$ |
| 4 | Base Bid - Cleaning of Type II Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$_____] | | Each | 43 | \$ |
| 5 | Base Bid - Cleaning of Type Vortex Storm Drain Catch Basins (including all needed traffic control) _ Total: [word\$_____] | | Each | 2 | \$ |
| 6 | Base Bid - Solid Waste Disposal (CI Pacific has local Decant basin) _ Total: [word\$_____] | | Ton | 1 | \$ |
| 7 | ADDITIVE ALTERNATE Bid #1 - Storm Drain Pipe Cleaning @ 8" & smaller. [word\$_____] | | Lineal Ft. | 250 | \$ |
| 8 | ADDITIVE ALTERNATE Bid #2- Storm Drain Pipe Cleaning @ 10" - 12" [word\$_____] | | Lineal Ft. | 250 | \$ |
| 9 | ADDITIVE ALTERNATE Bid #3- Storm Drain Pipe Cleaning @ 14" - 18" [word\$_____] | | Lineal Ft. | 250 | \$ |
| 10 | ADDITIVE ALTERNATE Bid #4- Storm Drain Pipe Cleaning @ 20" - 24" [word\$_____] | | Lineal Ft. | 250 | \$ |
| 11 | ADDITIVE ALTERNATE Bid #5- Closed Circuit Television Video (CCTV) Pipe Inspections & Findings Report [word\$_____] | | Lineal Ft. | 250 | \$ |
| 12 | BASE BID SUB-TOTAL: (bid items 1 - 6) | \$ | | | |
| 13 | ADDITIVE ALTERNATES BID SUB-TOTAL: (bid items 7 - 11) | \$ | | | |

The total of above said amounts being hereinafter referred to as the Base Bid and is exclusive of Washington State Sales Tax. All amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

**Note: CI PACIFIC will calculate WSST and include it into the main contract if applicable.*



REQUIRED ATTACHMENT B: ADDENDA

RECEIPT OF ADDENDA:

As applicable, initial receipt of the following addenda as acknowledgement:

| | |
|--------------|--------------|
| Addendum #1: | Addendum #4: |
| Addendum #2: | Addendum #5: |
| Addendum #3: | Addendum #6: |

"ASSUMED" ADDENDA CORRESPONDENCES:

Addendum #1 = PRE-BID CONFERENCE, Attendees and any questions that were posed.

Addendum #2 = Possibly other bidder questions posed prior to bid date.

Addendum #?= *Please verify prior to submitting bid.*

CONSTRUCTION DOCUMENTS REFERENCED:

Project Specific

1. INVITATION TO BID | REQUEST FOR PROPOSAL
2. Addenda as referenced.
3. EXHIBIT A: Scope of Work
4. EXHIBIT B: PW-23-019 SD-CB CLEANING 2023 MAP (7.31.2023)
5. EXHIBIT C: Catch Basin Inspection Form
6. EXHIBIT D: Excel Spread Sheet

Referenced Standards

7. "CI PACIFIC General Terms and Conditions for Facility Construction" found on CI PACIFIC website and/or in Project Manual.
8. WSDOT Specs as applicable.

BIDDERS CHECKLIST:

Contractor must complete and provide the following requested information for the bid proposal to be considered Responsive, as per Bid Submission instructions. FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

| | |
|-----------------------|---|
| REQUIRED ATTACHMENT A | BID PROPOSAL FORMS |
| REQUIRED ATTACHMENT B | ADDENDA + TRENCH EXCAVATION SAFETY |
| REQUIRED ATTACHMENT C | BID SECURITY |
| REQUIRED ATTACHMENT D | NON-COLLUSION |
| REQUIRED ATTACHMENT E | CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE |
| REQUIRED ATTACHMENT F | SUBCONTRACTOR LIST |

***TRENCH EXCAVATION SAFETY PROVISIONS**

*If not applicable, then write n/a. If applicable, then in write in amount, but apart of Base / Alternate Bid.
(*Included also in Base / Alternate Bid)*

\$

If the bid amount contains any work which requires excavation/trenching exceeding a depth of four feet (+48"), all costs for trench safety shall be included in the Base Bid and indicated above for adequate trench safety systems in compliance with Chapter 39.04 RCW. 49.17 RCW and WAC 296-155-650. Bidder must include a lump sum dollar amount in "trench excavation safety provisions" blank preceding (even if the value is \$0.00 [please note that this is not cumulative to the base, just included within])



REQUIRED ATTACHMENT C: BID SECURITY

| | |
|--------------------------|---|
| | Contractor to choose one Bid Security method, and provide the associated back-up. |
| <input type="checkbox"/> | Certified Check Cashier's Check Company Check Postal Money Order |
| <input type="checkbox"/> | Surety Bond (see Bid Bond form below) |

AFFIX HERE

Certified Check | Cashiers Check | Company Check | Postal Money Order

SURETY BID BOND FORM

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of PACIFIC, Washington, 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 conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, PACIFIC, Washington, 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 or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, 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. Principle and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of this bond each shall pay the Obligee reasonable attorney's fees, whether or not suit is commenced, in addition to the penal sum.

Signed, Sealed and Dated this _____ day of _____, 20____.

SURETY:

BY ATTORNEY-IN-FACT (Attach Power of Attorney):

SURETY Contact Info: (Phone/Email)

PRINCIPAL:

SURETY Contact Info: (Address)

PRINCIPAL Authorized Name/Title:

SURETY Authorized Name/Title:

PRINCIPAL Signature/Date:

SURETY Authorized Signature/Date:



REQUIRED ATTACHMENT D: NON-COLLUSION 1 of 2

COMBINED AFFIDAVIT AND CERTIFICATION FORM: Non-Collusion, Anti-Trust, Prevailing Wage (Non-Federal Aid), Debarment, Eligibility, and Certification of Lawful Employment

NON-COLLUSION AFFIDAVIT: Being first duly sworn, deposes and says, that he/she is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and further, that the deponent has not directly induced or solicited any other Bidder on the foregoing work equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not in any manner sought by collusion to secure to himself/herself or to any other person any advantage over other Bidder or Bidders; and

NOTICE TO ALL BIDDERS ON PROJECTS INVOLVING THE U.S. DEPARTMENT OF TRANSPORTATION (USDOT) DOT FORM 272-036H EF: To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (USDOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities. The hotline is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected; and

CERTIFICATION RE: ASSIGNMENT OF ANTI-TRUST CLAIMS TO PURCHASER: Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are, in fact, usually borne by the purchaser. Therefore, vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges resulting from anti-trust violations commencing after the date of the bid, quotation, or other event establishing the price under this order or contract. In addition, vendor warrants and represents that each of his suppliers and subcontractors shall assign any and all such claims to purchaser, subject to the aforementioned exception; and

PREVAILING WAGE AFFADAVIT: I, the undersigned, having duly sworn, deposed say and certify that in connection with the performance of the work of this project, will pay each classification of laborer, workperson, or mechanic employed in the performance of such work, not less than the prevailing rate of wage or not less than the minimum rate of wage as specified in the principal contract; that I have read the above and forgoing statement and certificate, know the contents thereof and the substance as set forth therein, is true to my knowledge and belief; and

DEBARMENT AFFIDAVIT: I certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

AFFIDAVIT OF ELIGIBILITY: The Contractor certifies that it is properly licensed and registered under the laws of the State of Washington and has not been determined to have been in violation of RCW 50.12.070(1)(b), RCW 51.16.070(1)(b), or RCW 82.32.070(2) within the last two years. The Contractor further certifies that it has not been determined, within the last one year, to have committed any combination of two of the following violations or infractions within a five-year period: (1) Violated RCW 51.48.020(1) or 51.48.103; or (2) Committed an infraction or violation under chapter 18.27 RCW.



REQUIRED ATTACHMENT D: NON-COLLUSION 2 of 2

CERTIFICATION OF LAWFUL EMPLOYMENT: The contractor hereby certifies that it has complied with all provisions of the Immigration and Nationality Act, now or as herein after amended, 8 USC Section 1101 et. seq., and that all employees, including subcontractor employees, are lawfully permitted to perform work in the United States as provided in this agreement with the City of Pacific.

FOR: Non-Collusion Affidavit, US DOT FORM 272-036H EF, Assignment of Anti-Trust Claims to Purchaser, Prevailing Wage, Affidavit, Debarment Affidavit, Affidavit of Eligibility, and Certification of Lawful Employment.

PRINCIPAL:

PRINCIPAL Authorized Name/Title:

PRINCIPAL Signature/Date:

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC Name:

NOTARY Signature/Date:

NOTARY PUBLIC in the State of Washington

NOTARY PUBLIC Commission Expires:

NOTARY PUBLIC STAMP HERE



REQUIRED ATTACHMENT E: CONTRACTOR CERTIFICATION OF WAGE LAW COMPLIANCE

FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State 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 Chapters 49.46, 49.48, and 49.52 RCW within three (3) years prior to the date of the Request for Bids.

CONTRACTOR/BIDDER PRINCIPAL:

CONTRACTOR/BIDDER PRINCIPAL Authorized Name/Title:

CONTRACTOR/BIDDER PRINCIPAL Signature/Date:



REQUIRED ATTACHMENT F: SUBCONTRACTOR LIST

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW, or identify the bidder for the work will result in your bid being non-responsive and therefore void.

Subcontractors that are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be named below, or name the bidder for the work.

The bidder verifies that each first tier subcontractor, and every subcontractor of any tier that hires other subcontractors, has a current certificate of registration in compliance with chapter 18.27 RCW; a current Washington Unified Business Identifier (UBI) number; has Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW, if applicable; has a Washington Employment Security Department number, as required in Title 50 RCW, if applicable; has a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW, if applicable; has an electrical contractor license, if required by Chapter 19.28 RCW, if applicable; has an elevator contractor license, if required by Chapter 70.87 RCW.

The following listed bid items (listed in numerical sequence) for this project have been proposed for subcontracting to subcontractors as indicated.

| SUBCONTRACTOR NAME: | BID SCOPE ITEMS: | ESTIMATED AMOUNT: | WMBE STATUS: (y/n) |
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even if prime contractor is self-performing the scope please indicate bid scope items



GENERAL CONDITIONS - SCOPE OF WORK

Permitting and Coordination:

1. Contractor to obtain electrical LNI permits as needed.
2. Owner will provide for a minor site work permit. Contractor to coordinate and provide any other AHJ permitting as needed. Provide copies of all inspection reports in close-out documentation.
3. Provide for 30-60-minute onsite or virtual weekly status update meetings with CI PACIFIC, for early coordination and then during construction. Assume (4) meetings during the onsite construction period.

Job specific requirements:

4. Contractor to protect existing utilities and adjacent surfaces and Owner items as they occur.
5. If during construction, contractor finds any products selected by CI PACIFIC or their consultant to not fit/function as needed, reasoning must be provided to CI PACIFIC immediately so that a solution may be found.
6. Any possible deviations from design must be communicated to CI PACIFIC or their consultant and approved before deviation occurs.

Logistics:

7. Upon request and coordination with campus administration, CI PACIFIC may allocate external parking lot spaces for dumpsters or for material staging during construction.
8. Upon request and coordination with internal staff, CI PACIFIC may allocate internal building spaces for material staging during construction.
9. Temporary power is available from the building.
- ~~10. Contractors can utilize restrooms inside facilities.~~
11. Site Access: Contractor will be provided access to site during construction window.

Housekeeping:

12. Contractor expected to maintain house-keeping and tidy working environment. Spaces should not be left in worse condition of cleanliness than what they were found.
13. Pursuant to and in compliance with, the Bidder has familiarized themselves with the Invitation to bid, scope of work and drawings/specifications, as well as the premises and conditions affecting the work, "General Terms and Conditions for Facility Construction" and the CI PACIFIC Contract; and hereby proposes to provide / furnish all materials, prevailing wage labor, equipment, ancillary items and incidentals to fully perform all the contractor coordination, AHJ coordination, MEP permitting, installation, commissioning and closeout. Included in this Lump Sum Dollar amount bid prices is also contractor overhead, profit and Payment & Performance Bonding costs. CI PACIFIC expects that the prime contractor bidding this project, is providing a "TURN-KEY" 100% complete Lump Sum project and all costs associated with this project's scope and ITB/RFP have been accounted for.

Deliverables:

14. Contractor shall provide a turn-key project. This includes but is not limited to: controlling all sub-contractors, suppliers, considering all items on the plans/specs, equipment, materials, onsite & offsite prevailing wage labor, site restoration, incidentals, accessory and ancillary items per plans and specifications as referenced in the construction documents. Note if a conflict is present, the more stringent scope shall apply.



EXHIBIT A - SCOPE OF WORK

NARRATIVE: The City of Pacific is seeking bids from qualified vendors to provide STORM DRAINAGE SYSTEM Cleaning. Work shall include, but is not limited to, cleaning and removing debris from the STORM DRAINAGE SYSTEM piping and manholes shown on the enclosed Project Map (Exhibit B). Contractor will remove covers, clean catch basin structures, legally dispose of the removed debris and provide electronic and written report of piping and catch basin cleaned that includes pertinent infrastructure nomenclature and a record of any piping defects discovered. A Liquid Decant Storm/Sewer location will be made available for the contractor; see map for location.

SCHEDULE STND: The Contractor shall perform cleaning and video inspection services during the hours of 7:00 am and 7:00 pm Monday through Friday. When Contractor is working on arterial streets or streets that require lane closure the hours of work are limited to between 9:00 am and 3:00 pm. No total road closures will be allowed.

SCHEDULE OPTIONAL: Contractor also has the option of performing Catch Basin cleaning on the weekends (Saturday & Sunday) during the hours of 9:00 am and 7:00 pm; however City Staff will not be available for questions/comments. City staff is only available for questions/comments M-F 8:00 am – 3:30 pm. Contractor shall coordinate with their subs and vendors as needed. Additionally, this weekend work is merely a scheduling courtesy to the contractor from the City, and NO overtime will be paid to the contractor as this work is traditionally performed M-F; and all other guidelines, stipulations of this yet ITB/RFP apply.

Items of Work

Bid Item 1 – Mobilization: This will be a Lump Sum (LS) cost for the Contractor. This work consists of preparatory work and operations, including those necessary for movement of personnel, equipment, supplies, and incidentals required to complete the project, the cost of bonds and any required insurances; and other preconstruction expenses necessary for start of work. This is costs not already included in other bid items.

The contractor shall be responsible for any material spills. Personnel shall be trained and shall possess appropriate personal protective equipment to respond to uncontrolled releases of waste to limit and clean up the release; clean up any contaminated facility, land, waterway or aquifer, structure, or vehicle; and collect and dispose of contaminated material and pay associated costs. The Contractor shall also be responsible for costs to repair or restore and contaminated equipment, structures, land, waterway, or aquifer. The Contractor shall be responsible for timely reporting any spills to the appropriate government authority.

Bid Item 2 – Traffic Control: This will be a Lump Sum (LS) cost for the Contractor. The lump sum price bid for traffic control shall include but not be limited to: Traffic Control Plans, Signs (portable, stationary, or barricade), which includes detour signing, Flashing Arrow Boards (FAB), Traffic Control Supervisor (TCS) Flaggers, Cones, Skinny Drums and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Bid Item 3 – Catch Basin Type I Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated $342 \pm$ rectangular Type-I catch basins of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.



The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 4 – Catch Basin Type II Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated 43 ± storm drain Catch Basins Type II of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 5 – Catch Basin Type Vortex Cleaning: This will be a cost per unit bid (Each) cost for the Contractor. Contractor will supply all necessary labor, material, and equipment to clean an estimated 2 ± storm drain Catch Basins Type Vortex of various sizes. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.

The contractor shall record using the EXHIBIT C (Catch Basin Inspection Form) and the EXHIBIT D (Microsoft Excel spreadsheet format) tabular format the location of the manhole, the diameter, the depth to invert, and the orientation of structure cones and piping. The tabular information shall be presented in a acceptable fashion to the City upon completion.

Bid Item 6 – Waste Disposal: This will be a per Ton cost for the Contractor. Contractor shall be responsible as generator to characterize, transport and dispose of all waste generated during the storm drainage catch basin cleaning operations at an in-state facility permitted to receive said waste or as otherwise allowed by State and Federal solid waste disposal laws. The liquid phase may be decanted into the City's storm sewer manholes as long as it meets state water quality criteria and does not cause significant deposits of debris in the storm sewer. Under no circumstances shall the Contractor dispose any material or liquid into the City of Pacific's storm drainage system structures.

Debris disposal will be measured based on the weight in tons of debris removed during storm sewer cleaning operations. The Contractor shall be required to present to the City Disposal tickets or other written documentation that records the weight of the waste removed, issued by the waste hauler removing said waste, as the basis of this payment.

ALTERNATE Bid Items 7, 8, 9, 10 – Storm Drain Jet Rodding/Pipe Cleaning: This will be a per Lineal Foot (LF) cost for the Contractor. The Contractor shall carry out all cleaning operations with a vactor truck of suitable size and power for the work. Contractor will supply all necessary labor, material, and equipment, including temporary line plugs and bypass pumping (if required) to clean an estimated 250± LF of storm/sewer pipe of various size and material composition per line item. The contractor shall provide property resident / tenant notification prior to commencing work including date and time of activities. The City does not warrant that the actual quantities of work will correspond with these estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.



ALTERNATE Bid Item 11 – Closed Circuit Television Video (CCTV) Pipe Inspection With Findings Report

This will be a Lineal Foot cost for the Contractor. The Contractor shall carry out all closed circuit television (CCTV) inspection of the storm drainage pipe cleaned. The Contractor shall perform televising work to thoroughly document the condition of the storm drainage piping. The storm drainage piping shall be carefully inspected to determine alignment, grade variations, separated joints, location and extent of any deterioration, breaks, obstacles, obstructions, and the locations of service connections.

The contractor shall inspect the storm drainage interior piping using a color closed circuit television camera (CCTV) and document the inspection on a digital recorder. All inspection video shall be captured in either MPEG or Windows Media Video (.WMV) file format and saved portable hard drives for submittal. There shall be a record of footage from a control point displayed in the video.

The CCTV findings report will be included. This Contractor shall furnish to the City with one written and one computerized report (Microsoft Word). The computerized report will be generated by onboard computer and printer, and will provide commentary on photographs and fault areas. The report will describe structural defects, misalignment, infiltration sources, and root intrusions. Each image captured or video clip capture of a defect shall be indexed to identify its location.

- All pertinent inspection data to include:
- Date and time of inspection.
- Catch Basin name and number.
- Size, slope, material and cardinal orientation of pipe.
- Depth from top of structure lid to bottom of structure.
- All distances between structures and inlets.
- Direction of flow.
- Defect description with o'clock position.
- Other relevant information that documents inspection.

[End of Invitation To Bid]