

CONTRACT DOCUMENTS

FOR

2939 RICHARDSON RD PARKING LOT IMPROVEMENT PROJECT

PREPARED FOR:

THE PORT OF BENTON, WASHINGTON

Prepared by:



E N G I N E E R I N G

208 W 9th Avenue, Suite 3
Ellensburg, Washington 98926
(509) 795-5870

January 2024

Project No. 41446.008.01

BID SCOPE OF WORK

The project generally consists of the following work:

Demolition and removal of existing asphalt parking lot and portions of existing landscaping, minor regrading and reshaping of the proposed parking lot area and drive aisles, and repaving drive aisle and parking lot with hot-mix asphalt; curbing of extruded cement concrete curbing and restripe parking lot.

Thirty (30) working days will be allowed to complete the project.

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SPECIAL PROVISIONS

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

Protection of the Environment: No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.2(1) Disposal Method No. 1 - Open Burning

Add the following provision:

Disposal Method No. 1, Open Burning, will not be allowed on this project.

2-01.2(2) Disposal Method No. 2 - Waste Site

Add the following provision:

The Contracting Agency has not provided a waste site for this project. All waste sites provided by the Contractor shall be approved by the Engineer, in writing, at least 48 hours in advance of use of the site.

SECTION 2-07 WATERING

2-07.4 Measurement

Delete this Section in its entirety.

2-07.5 Payment

Delete the contents of this Section and substitute the following:

Water required for compaction and dust control shall be considered incidental to other bid items and no separate payment shall be made.

SECTION 8-07

Replace this entire Section as follows:

SECTION 8-07 PRECAST WHEEL STOPS

8-07.1 Description

This Work consists of furnishing and installing precast wheel stops of the design and type and location shown in the Plans in accordance with these specifications. Installation of wheel stops shall be in accordance with the manufacturer's recommendations.

8-07.2 Measurement

Precast wheel stops will be measured per each installed.

8-07.3 Payment

Payment will be made for the following Bid items that are included in the Proposal:

“Wheel Stops”, per each.

SECTION 8-22 PAVEMENT MARKING

8-22.4 Measurement

Add the following to this Section:

The measurement for “Painted Parking Stalls, Accessible Stalls and Symbol Markings” includes furnishing and installing all pavement paint markings and symbols of the design and type and location shown in the Plans in accordance with these specifications.

8-22.5 Payment

Add the following to this Section:

Payment will be made for the following Bid item included in the Proposal:

“Painted Parking Stalls, Accessible Stalls and Symbol Markings”, per lump sum.

INSTRUCTIONS TO BIDDERS

GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the "Bid Scope of Work". The scope is indicated on the accompanying Drawings and specified in applicable parts of these Contract Documents.

The work contemplated under this Contract includes all labor, tools, machinery, materials, transportation, equipment, and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the Contract Documents.

CONTRACT DOCUMENTS:

The Contract Documents under which it is proposed to execute this work consist of all material bound herewith, the "Standard Specifications for Road, Bridge, and Municipal Construction" – 2024 version, other documents included by reference, plus any addenda incorporated into the documents.

The Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work. Any Bidder contemplating the submission of a proposal shall have thoroughly examined all the various parts of these documents and should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing, at least two (2) working days prior to bid opening an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the documents and will be furnished to all Bidders receiving a set of the documents, who shall indicate receipt of same in the space provided on the proposal form. The Owner will not be responsible for any other explanation or interpretation of said documents.

UNIT PRICE BID ITEMS:

When the bid for the work is to be submitted on a unit price basis, unit price bids will be accepted on all items of work set forth in the Proposal Form, except those designated to be paid for as "Lump Sum."

The estimate of quantities of work to be done is tabulated in the Proposal Form and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of contract shall be made. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents. The Owner reserves the right to increase or diminish the amount of any class of work as may be deemed necessary, unless otherwise specified.

PREPARATION OF PROPOSAL FORM:

All blank spaces in the Proposal Form must be filled in, in ink or typewritten. No changes shall be made in the phraseology of the forms. In case of a discrepancy between the unit prices and the extended totals, unit prices will prevail.

Any bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions or intent of the Contract Documents.

The Bidder shall list proposed subcontractors, as required, within the space prescribed in the Proposal Form. The Owner reserves the right to refuse work to those subcontractors that the Owner deems unqualified for this project.

The Bidder shall sign the Proposal Form in the space provided therefor. If the Bidder is a Corporation, the legal name of the Corporation shall be set forth in the space provided, together with the signature of the officer or officers authorized to sign contracts on behalf of the Corporation. If Bidder is a Co-partnership, the true name of the firm shall be set forth in the space provided, together with the signature of the partner or partners authorized to sign contracts in behalf of the Co-partnership. If signature is by an Agent, other than an officer of a Corporation or a member of a Partnership, a Power-of-Attorney must be on file with the Owner prior to opening of proposals or submitted with the bid, otherwise the bid will be regarded as not properly authorized.

SUBMISSION OF PROPOSAL:

Each proposal must be submitted at the time and place prescribed in these Instructions to Bidders. Proposals must be on the Proposal Form contained herein. Each proposal must be submitted in a sealed envelope, plainly marked on the outside as Bid Proposal for: Port of Benton – 2939 Richardson Rd Parking Lot Improvement Project and the envelope should bear on the outside the Bidder's name and address.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Port of Benton, 3250 Port of Benton BLVD, Richland, WA 99354. It is the Bidder's sole responsibility to ensure that its Proposal is delivered to the location of the Bid Opening at the appointed place and time.

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

Any bidder may modify his/her bid by written, signed communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Town of Nespalem prior to the closing time. The written communication should be in a sealed envelope and marked as "Port of Benton – 2939 Richardson Rd Parking Lot Improvement Project", not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

Any bid may be withdrawn prior to the scheduled time for the opening of bids in the same manner. No bid may be withdrawn after the time scheduled for opening of bids, unless the time specified in the paragraph "Award of Contract" of this "Instructions to Bidders" shall have elapsed.

BID SECURITY:

Proposals must be accompanied by cash, a certified check or cashier's check drawn on a bank in good standing, or a bid bond issued by a surety amount not less than five percent (5%) of the total amount of the bid submitted and drawn in favor of the Owner. This bid security shall be given as a guarantee that if awarded a contract for the work, the successful Bidder will execute the Agreement and furnish a properly executed "Performance Bond" and "Payment Bond", each in the full amount of the contract price, and a "Certificate of Insurance" within the time specified in these Contract Documents.

The Attorney-in-fact (resident agent) who executes each bond in behalf of the surety company must attach a copy of his/her Power-of-Attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of execution of the surety bond which it covers.

If the Bidder elects to furnish a bid bond, he/she shall use the bid bond form attached herewith, or one conforming substantially to it in form and content.

OPENING OF BIDS:

At 11:30 AM on March 4, 2024 in the Commission room at 3250 Port of Benton Blvd Richland WA 99354, each and every official bid received prior to the scheduled closing time for receipt of bids will be publicly opened read aloud, irrespective of any irregularities or informalities in such bids. Any bids received after the scheduled closing time for receipt of the bids will be returned to the Bidder unopened.

RETURN OF BID SECURITY:

Within fifteen (15) days after the award of the Contract, the Owner will return the bid securities to all Bidders whose bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than the Bidder's bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose bids they accompanied.

QUALIFICATIONS OF BIDDERS:

The Owner may take such investigations it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete that work contemplated therein. Conditional bids will not be accepted.

BIDDER'S UNDERSTANDING:

Each Bidder must inform itself of the conditions relating to the execution of the work, and it is assumed that the Bidder will inspect the site and make itself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of its obligation to enter into a contract and complete the contemplated work in strict accordance with the Contract Documents. The Bidder's attention is called to the Special Provisions section of the Contract Documents in regards to Bidder's obligation to verify all information concerning site and subsurface conditions.

Each Bidder shall inform itself of, and the Bidder awarded a Contract shall comply with: federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subject.

LOWEST BIDDER:

The lowest Bidder will be determined by the lowest sum of the products of the estimated item quantities in the Proposal and the respective unit prices and/or lump sum and/or estimated price items. The Owner reserves the right to accept or reject any or all bids.

BASIS OF AWARD:

Award will be made to the lowest responsive, responsible Bidder. The owner reserves the right to accept or reject any or all Bids.

AWARD OF CONTRACT:

Within thirty (30) calendar days after the opening of bids, the Owner shall either accept one bid or reject any or all bids. The Owner reserves the right to waive any informalities and irregularities in said bids. The award will be made by the Owner on the basis of that bid from the lowest responsive, responsible, qualified Bidder which, in the Owner's sole and absolute judgment, will best serve the interest of the Owner.

The acceptance of the bid will be written notice, mailed or delivered to the office designated in the Proposal Form. In the event of failure of the lowest responsible Bidder to sign and return the Agreement with acceptable "Performance Bond" and "Payment Bond" as prescribed herein, the Owner may award the Contract to the next lowest responsible Bidder. Such award, if made, will be within thirty (30) calendar days after the opening of bids.

EXECUTION OF AGREEMENT:

The successful Bidder shall, within ten (10) calendar days after receiving Notice of Award, sign and deliver to the Owner the Agreement hereto attached together with the acceptable bonds and certificate of insurance as required by these documents. Within ten (10) calendar days after receiving the signed Agreement with acceptable bonds from the successful Bidder, the Owner's authorized agent will sign the Agreement. Signature by both parties constitutes execution of the Agreement.

PAYMENT AND PERFORMANCE BONDS:

The successful Bidder shall file with the Owner a "Performance Bond" and a "Payment Bond" on the forms bound herewith, or forms that are substantially similar. Each in the full amount of the contract price, as security for the faithful performance of the Contract and payment of all persons supplying labor and materials for the completion of the work, and to cover all guarantees against defective workmanship or materials, Performance and Payment Bonds shall extend through the warrantee period specified in the Agreement after the date of final acceptance of the work by the Owner. The surety company furnishing these bonds shall have a solid financial standing and a record of service satisfactory to the Owner and shall be authorized to do business in the State of Washington.

The Attorney-in-fact (resident agent) who executes this "Performance Bond" and "Payment Bond", in behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

FAILURE TO EXECUTE AGREEMENT:

The Bidder who has a contract awarded to him/her, and who fails to promptly and properly execute the Agreement and furnish the required "Performance Bond" and "Payment Bond", shall forfeit

the bid security that accompanied its bid, and the bid security shall be retained as liquidated damages by the Owner, and it is agreed that this said sum is a fair estimate of the amount of damages the Owner will sustain in case the Bidder fails to enter into an Agreement and furnish the bonds as hereinbefore provided. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a bid bond.

INCREASED OR DECREASED QUANTITIES:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the Contract. When the accepted quantities of work vary from the original bid quantities, payment will be at the unit contract prices for accepted work unless the total quantity of any contract item, using the original bid quantity, increases or decreases by more than 25 percent. In that case that part of the increase or decrease exceeding 25 percent will be adjusted in accordance with Section 1-04.6 of the Specifications.

Written consent of the surety or sureties will be required for changed work if the costs are in excess of twenty-five (25) percent of the original contract price or when otherwise specifically requested by the Engineer.

PREVAILING WAGE RATES:

The Contractor will be required to pay the State Prevailing Wage Rates.

Port of Benton – 2939 Richardson Rd. Parking Lot Improvement Project

BID SCHEDULE

BID ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1.	Mobilization Per Lump Sum	1 LS	LUMP SUM	\$ _____
2.	Erosion Control and Water Pollution Prevention Per Lump Sum	1 LS	LUMP SUM	\$ _____
3.	Roadway Excavation, Incl. Haul	1062 CY	\$ _____	\$ _____
4.	Crushed Surfacing Base Course	1322 TN	\$ _____	\$ _____
5.	HMA CL 1/2", PG 64-28	632 TN	\$ _____	\$ _____
6.	Sewer Cleanout	1 EA	\$ _____	\$ _____
7.			\$ _____	\$ _____
8.	Extruded Curb	750 LF	\$ _____	\$ _____
9.			\$ _____	\$ _____
10.			\$ _____	\$ _____
11.	Painted Parking Stalls, Accessible Stalls and Symbol Markings	1 LS	LUMP SUM	\$ _____
12.	Wheels Stops	19 EA	\$ _____	\$ _____
SUBTOTAL				\$ _____

BID ITEM	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
SALES TAX (8.7%)				
TOTAL BID		\$ _____		