

BIDDER'S PACKET

**PORT OF BENTON,
WASHINGTON**

**RICHLAND INNOVATION
CENTER – Sidewalk
IMPROVEMENTS**

2024

ADDENDUM NO 1

To the Contract Documents

Port of Benton, Washington Richland Innovation Center

- Sidewal

Revised Bid Date: April 29, 2024, 11:00 a.m.



The following additions, deletions, and modifications shall be made to the Contract Documents.

I. BIDDER'S PACKET

A. BID FORM, 5.01 BID SCHEDULE, Pages 3 through 5

II. CONTRACT DOCUMENTS

- **SPECIAL PROVISIONS, DIVISION 8 ROADSIDE RESTORATION, 8-14 CEMENT CONCRETE SIDEWALKS**
- **8-14.4 Measurement, Page SP-67**

Measurement for "**Cement Cone. Sidewalk, Additional 2-ln. Thickness**" shall be made on a square yard basis.

8-14.5 Payment, Page SP-67

"**Cement Cone. Sidewalk, Additional 2-ln. Thickness**", per square yard.

Payment for "**Cement Cone. Sidewalk, Additional 2-ln. Thickness**" shall include all labor, equipment, and materials required to increase the thickness of the sidewalk by two inches, including additional excavation as shown on the Plans

III. DRAWINGS

SHEET R-103, STREET PLAN - SALK AVE AND BOYLE ST

- END OF ADDENDUM NO. 1 -

Attachments:

- Revised Bid Schedule
- Revised Sheets R-103

Bidder agrees to perform all work described in the Contract Documents for the following price(s):

NOTE: Unless noted otherwise in the Contract Documents, Bids shall include all applicable taxes and fees.

REVISED BID SCHEDULE - 04-22-24

SCHEDULE B - SIDEWALK IMPROVEMENT

NO.	WSDOT SPEC	ITEM	UNIT	UNIT PRICE	QTY	TOTAL PRICE
B3	2-02*	Removal of Cement Concrete Sidewalks and Driveways	SY	_____	250	_____
B4	2-02*	Cutting Cement Concrete Curb and Gutter	LF	_____	46	_____
B6	5-04*	HMA for Pavement Repair Cl. 1/2 In. PG 64-28	SY	_____	380	_____
B13	8-06*	Cement Concrete Driveway	SY	_____	225	_____
B15	8-14*	Cement Concrete Sidewalk	SY	_____	375	_____
B18	8-14*	Cement Concrete Sidewalk Ramp, Type 2A	EA	_____	16	_____
B19	8-14*	Cement Concrete Sidewalk Ramp	EA	_____	4	_____
B20	8-21	Permanent Signing	LS	_____	1	_____
B21		Mobilization & Traffic Control	EA	_____	1	_____
B22		Restoration	EA	_____	1	_____

Schedule B Subtotal \$ _____

Schedule B Sales Tax (8.7%) \$ _____

Schedule B Total _____

BID FORM

PROJECT/CONTRACT: **Richland Innovation Center – Side walk Improvements**

THIS BID IS SUBMITTED TO: Port of Benton

**3250 Port of Benton
Boulevard Richland, WA
99354**

THIS BID IS SUBMITTED BY: _____

- 1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

- 2.01** Bidder accepts all of the terms and conditions of the Call for Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
1	March 20, 2024
_____	_____

 - B. Bidder has become familiar with the site and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

 - C. Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in the Special Provisions.
 - E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect cost, progress, or performance of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder; information and observations obtained from visits to the Site; reports and drawings identified in the Bidding Documents; and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given the Port of Benton written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Port of Benton is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 Bidder agrees to perform all work described in the Contract Documents for the following price(s):

NOTE: Unless noted otherwise in the Contract Documents, Bids shall include all applicable taxes and fees.

6.00 Owner reserves the right to reject any and all bids if it is found in the best interest of the Owner, specifically relative to budget and schedule.

Bidder agrees that the Work will be substantially completed, and completed in accordance with the milestones and schedule set forth in the Special Provisions.

6.01 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement and/or the Special Provisions.

7.01 The following documents are attached to and made a condition of this Bid:

- A. A completed and signed Bid Form.
- B. A completed and signed Bidder's Performance and Payment Bond Statement.
- C. A completed and signed Certification of Compliance with Wage Payment Statutes.
- D. A completed and signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

8.01 I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following non-collusion declaration statements are true and correct:

- A. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
- B. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

8.02 NOTICE TO ALL BIDDERS

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.

By submitting this Bid, the Contractor agrees to comply with all prevailing wage rates applicable to this Work.

SUBMITTED on _____, 20____.

State Contractor License No. _____

Employer's Federal Tax ID No. _____

If Bidder is: An Individual A Partnership A Corporation Joint Venture
(Circle One)

Business Name (typed or printed): _____ (SEAL)

Name (typed or printed): _____

Title: _____

By: _____
(Individual's signature)

Doing Business As: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

E-mail Address: _____

A Joint Venture requires the signature of all parties involved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

_____, hereinafter referred to as Bidder, is submitting a bid to
(Name of Contractor)

The **Port of Benton, Washington**, pursuant to the latter's Advertisement for Bids for the
Richland Innovation Center - Sidewalk Improvements.

The Bidder certifies that if it is awarded the Contract, the Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be _____.
(Surety Company)

The Bidder hereby authorizes _____ to disclose any information to the
(Surety Company)

Owner concerning the Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

Bidder

By:

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, January 30, 2024, that 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.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

EPA Form 5700-49 (11-88)

NOTE: THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL

Port of Benton Scope of Work

Prevailing wages apply for this project and a Wage Compliance Form will be required to be submitted with the bid.

Contractor and Sub-contractors must be on Port of Benton Small Works Roster.

As of July 1, 2019, all businesses are required to have LNI training before bidding and /or performing work on public works projects unless the business is exempt.

It is the responsibility of the Contractor to make certain that all sub-contractors have had LNI Training.

Contractors must be able to provide proof of insurance, license and bonding.

- Contractors must be able to Provide General Liability Insurance with a \$2,000,000.00 Liability naming the Port of Benton as additional insured and as the Certificate Holder including the name of the Project in the Description.
- Contractor is required to obtain a Performance Bond and a Payment Bond for all Projects over \$50,000. (Contractor can ask to have 10% retainage held in lieu of bond for projects under \$150,000)
- Contractor is required to have a business license for the City in which the work is being performed.
- Contractor is required to give the Port a copy of any specialty license for projects that include electrical, plumbing, and/or HVAC.

Contractor is responsible for verifying permit requirements and for obtaining any permits needed for this project.

Contractor and Sub-Contractor are responsible for filing Intents to pay Prevailing Wage and Affidavits of Wages Paid with Washington State Department of Labor and Industries.

- **Intents must be submitted and approved prior to beginning work for Contractor and Sub-Contractors. All costs incurred in the filing of Intents and Affidavits are the responsibility of the contractor.**

Affidavits must be submitted and approved prior to final payment being made.

Projects over \$100,000 will need to have Commission Approval for Acceptance of Work.

Port of Benton Scope of Work

A Notice of Completion will be sent to Labor & Industries, Employment Security, and Department of Revenue for Release of Retainage.

- A Retainage of 5% will be held for at least 45 days and until LNI, ESD, and DOR send releases.

The procurement of these services will be in accordance with applicable federal, state, and local laws, and Port policies and procedures. The Port reserves the right to reject any and all Proposals.

The Port reserves the right to waive any minor irregularity and/or reject any and all firms and cancel the procurement.

All costs incurred in the preparation of a Proposal, and participation in this negotiation process shall be borne by the proposing firms.

Proposals shall become property of the Port and considered public documents under applicable Washington State laws. All documentation provided to the Port may be subject to disclosure in accordance with Washington State public disclosure laws.

Bids are due to the Port of Benton on April 29th, 2024 by 11:00 AM

Bids may be submitted by email to: scollins@portofbenton.com

DEMOLITION KEY NOTES

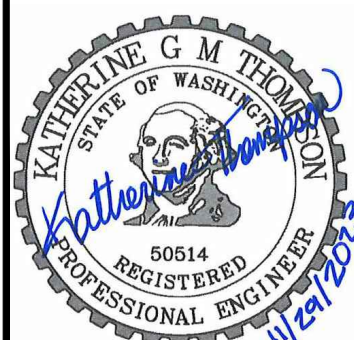
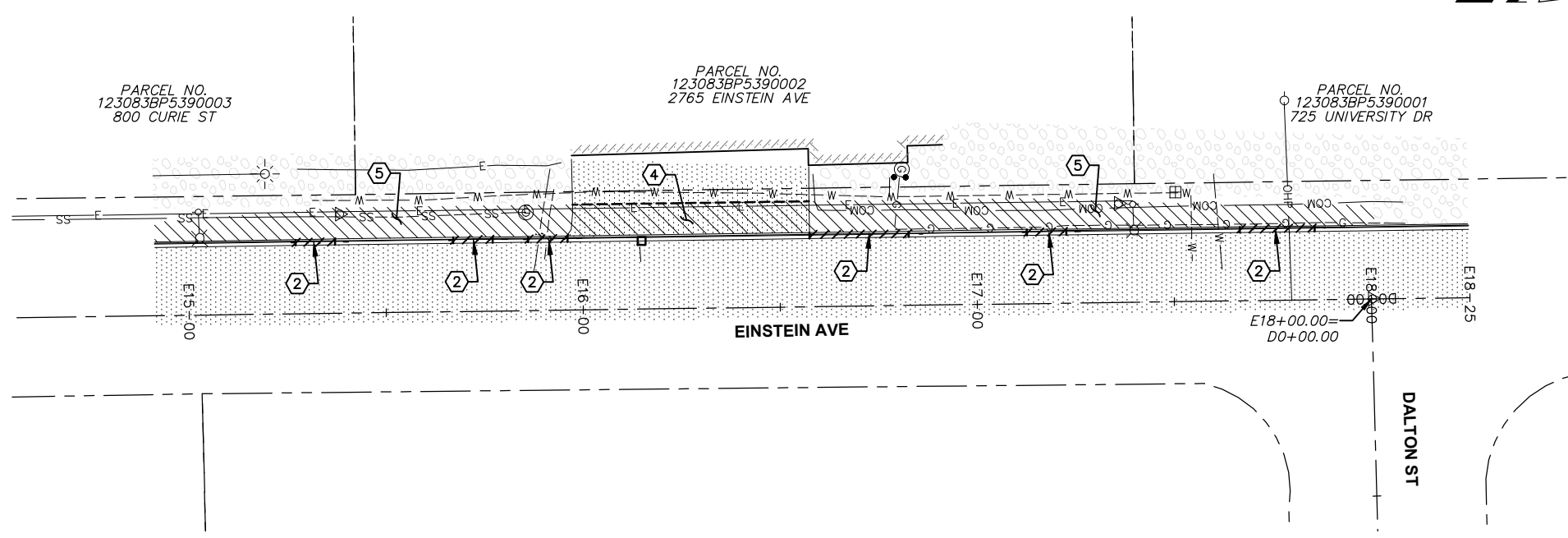
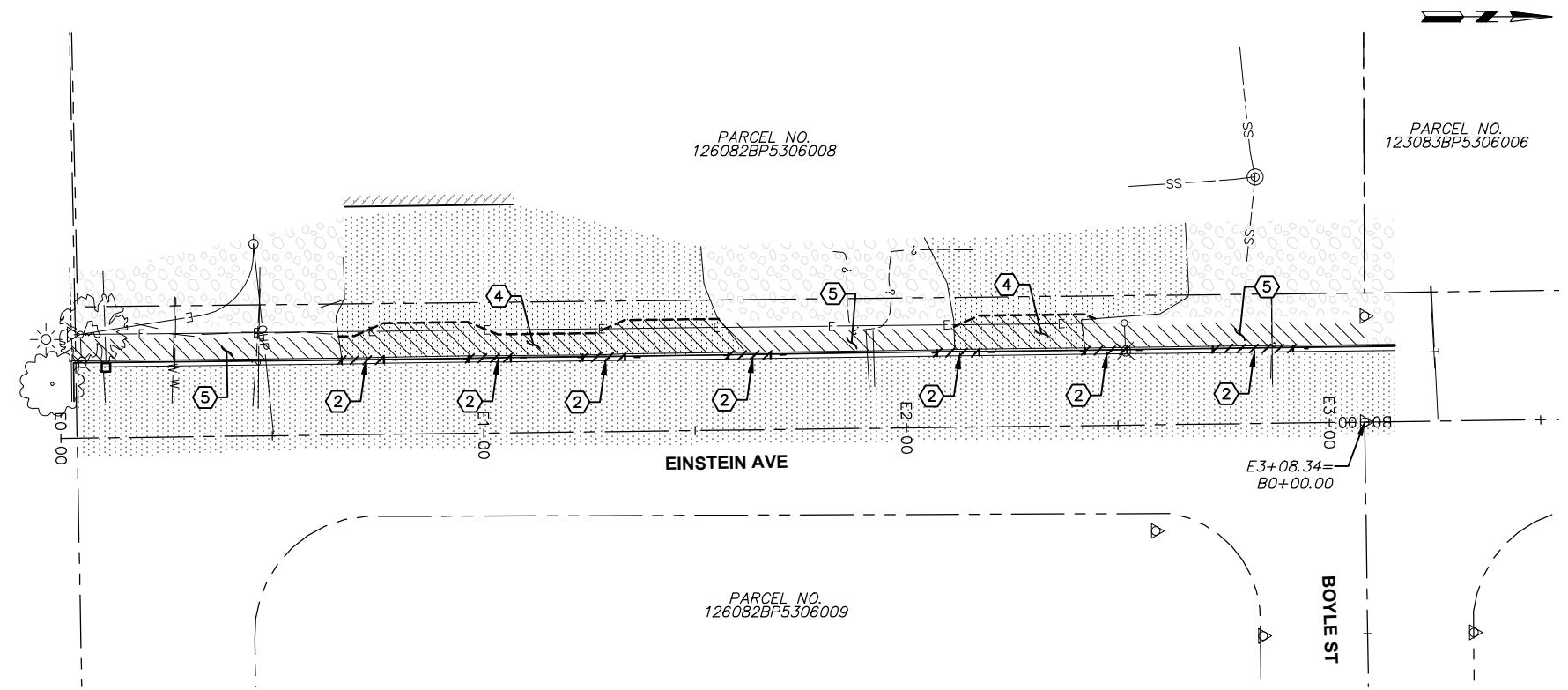
- ① VACANT
- ② SAW CUT AND REMOVE EXTG CURB AND GUTTER, LIMITS TO BE MARKED OUT AND APPROVED BY OWNERS REPRESENTATIVE
- ③ REMOVE CONC SIDEWALK, OR DRIVEWAY, TO NEAREST JOINT, LIMITS TO BE MARKED AND APPROVED BY OWNERS REPRESENTATIVE.
- ④ SAW CUT AND REMOVE EXTG HMA AND EXCAVATE TO SUBGRADE, LIMITS TO BE MARKED AND APPROVED BY OWNERS REPRESENTATIVE
- ⑤ REMOVE GRAVEL OR NATIVE MATERIAL AND EXCAVATE TO SUBGRADE
- ⑥ REMOVE EXTG BOLLARD
- ⑦ REMOVE EXTG FENCE AS REQ'D, SALVAGE FOR THE PORT OF BENTON
- ⑧ REMOVE SIGN, RELOCATE BEHIND NEW SIDEWALK ON A NEW POST
- ⑨ REMOVE EXTG SANITARY SEWER SERVICE. TV SANITARY SEWER LINE PRIOR TO REMOVAL TO DETERMINE REPLACEMENT LIMITS.
- ⑩ REMOVE CONC COLLAR
- ⑪ EXTG SPRINKLERS TO BE RELOCATED BEHIND NEW SIDEWALK
- ⑫ EXTG FENCE SHALL BE REMOVED AND REINSTALLED IN ONE DAY, AT NO TIME SHALL THE FENCED SITE BE LEFT UNSECURED
- ⑬ PROTECT EXTG SHRUBS

DEMOLITION LEGEND

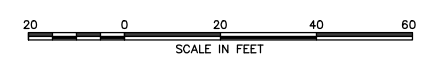
- REMOVE CURB & GUTTER
- REMOVE HMA, GRAVEL, OR NATIVE MATERIAL
- REMOVE CEMENT CONC
- SAW CUT LINE

GENERAL DEMOLITION NOTES

1. MONUMENTS AND PROPERTY CORNERS NOT SHOWN FOR REPLACEMENT SHALL BE PROTECTED.
2. MONUMENTS TO BE REMOVED SHALL NOT BE REMOVED UNTIL A PERMIT FROM THE DEPARTMENT OF NATURAL RESOURCES IS RECEIVED.



DESIGNED BY A. JAIMES	BY	DATE	JOB NUMBER 6058-01	DATE November 29, 2023	
DRAWN BY A. WOLFORD			ACAD FILE: 6058-01-D-101_105.DWG		
REVIEWED BY K. THOMPSON			COPYRIGHT 2023 BY ANDERSON PERRY & ASSOC., INC.		



PORT OF BENTON
RICHLAND INNOVATION CENTER
SIDEWALK IMPROVEMENTS
2023

SITE PREPARATION - EINSTEIN AVE

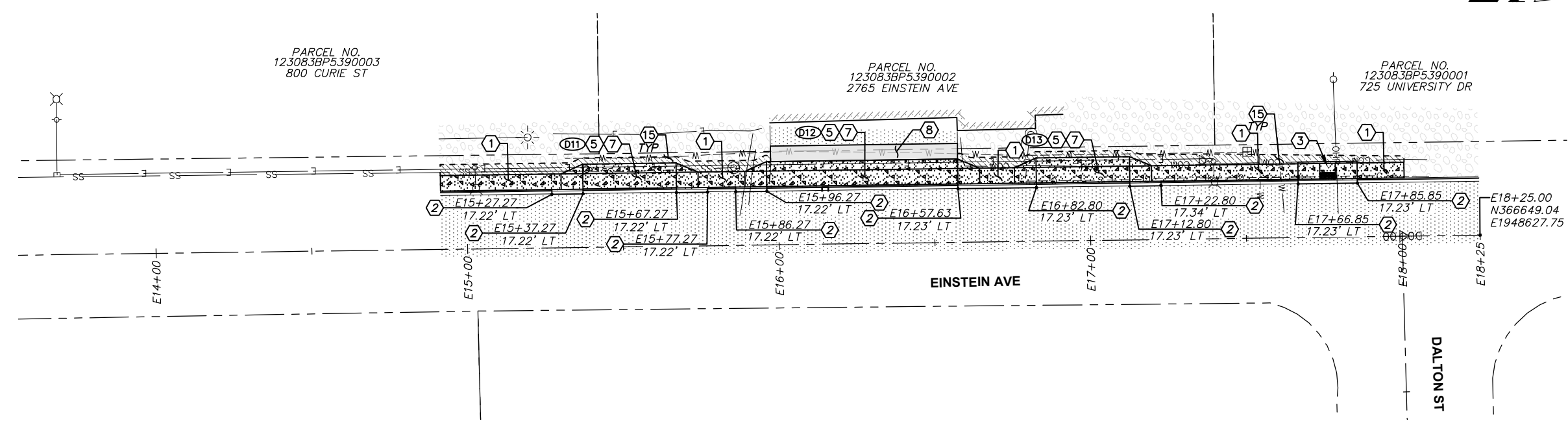
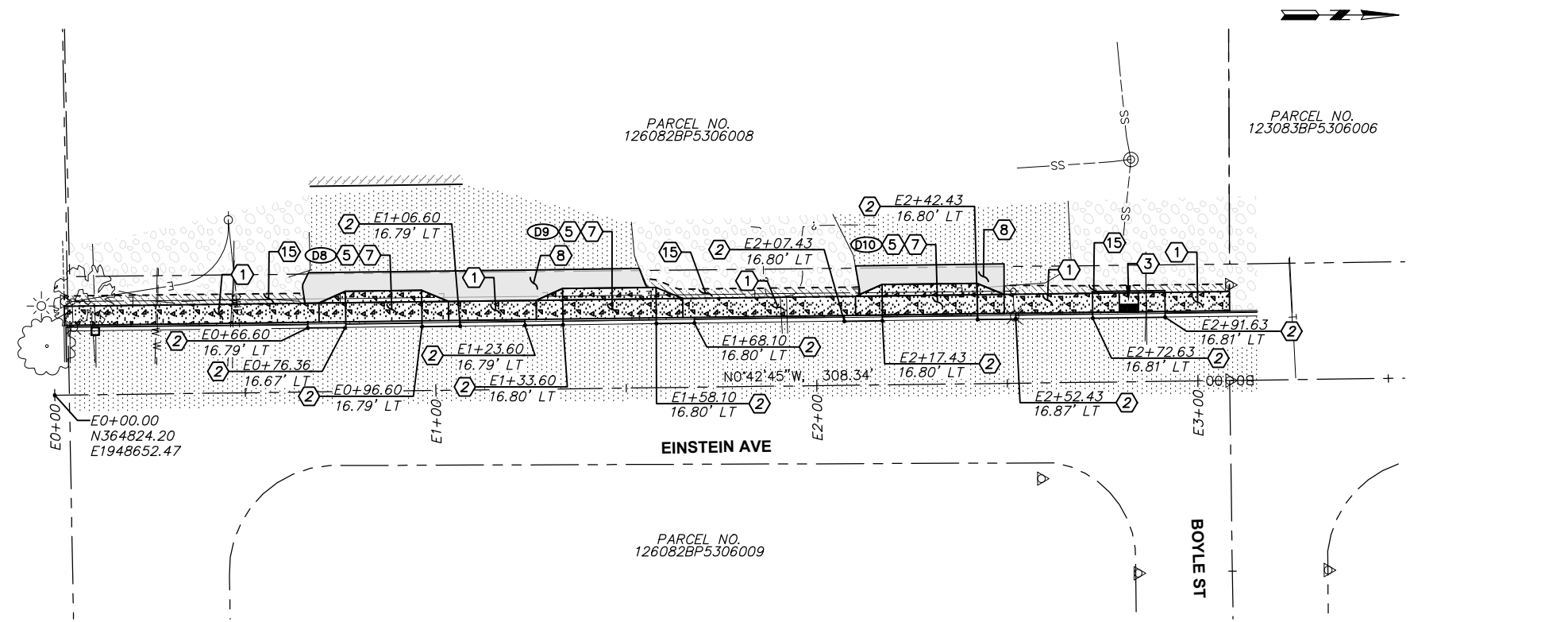
SHEET
D-105
10 OF 17

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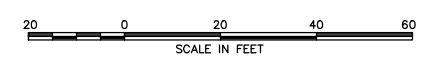
SHEET KEY NOTES

- ①# DRIVEWAY NUMBER, SEE DRIVEWAY TABLE, SHEET G-002 FOR DETAILS
- ① CEMENT CONC SIDEWALK, 5' WIDE, PER CITY STD PLAN ST-011, PROVIDE TOOLED CONTRACTION JOINTS EVERY 5', PROVIDE EXPANSION JOINTS PER CITY STD PLAN, SEE DETAIL 2, SHEET C-502, FOR DETACHED SIDEWALK
- ② CEMENT CONC CURB AND GUTTER PER CITY STD PLAN ST-01
- ③ CEMENT CONC ADA SIDEWALK RAMP, TYPE 2A, PER CITY STD PLAN ST-05 AND ST-21
- ④ CEMENT CONC ADA SIDEWALK RAMP, TYPE 1A, PER CITY STD PLAN ST-4 AND ST-21
- ⑤ CEMENT CONC NON-RESIDENTIAL DRIVEWAY, TYPE 1, PER CITY STD PLAN ST-02A, SEE SHEET G-002 FOR ADDITIONAL DETAILS
- ⑥ CEMENT CONC NON-RESIDENTIAL DRIVEWAY, TYPE 2, PER CITY STD PLAN ST-03A, SEE SHEET G-002 FOR ADDITIONAL DETAILS
- ⑦ 3' WIDE CEMENT CONC DRIVEWAY APRON PER CITY STD PLAN ST-02A AND ST-03A
- ⑧ HMA PAVEMENT REPAIR, TRENCH REPAIR, PER CITY STD PLAN U-02, 3" HMA OVER 9" CSTC
- ⑨ RESERVED
- ⑩ REPLACE EXTG SS SERVICE APPROX 30' FROM THE EXTG CO TO THE EXTG SSMH, CONNECT TO THE EXTG SSMH WITH NON-SHRINK WATERTIGHT GROUT AT EXTG INVERT ELEVATION, SS SERVICE IS APPROX 2'-3" DEEP
- ⑪ INSTALL CONC COLLAR PER DETAIL 1, SHEET C-501
- ⑫ RESERVED
- ⑬ RELOCATE EXTG FENCE, ON NEW POSTS, APPROX 1'-2' BEHIND BACK OF NEW SIDEWALK, PER WSDOT STD PLAN L-20.10-03, TYPE 3
- ⑭ RESERVED
- ⑮ GRAVEL RESTORATION, 4" CSTC
- ⑯ RESERVED
- ⑰ MATCH EXTG CONC SIDEWALK, SAW CUT EXTG EDGE, IF REQ'D, FOR A SMOOTH JOINT
- ⑱ RESERVED
- ⑲ RESERVED
- ⑳ RESERVED
- ㉑ RELOCATE EXTG SIGN ON NEW POST PER CITY STD PLAN TR5
- ㉒ PEDESTRIAN CURB, SEE DETAIL 2, SHEET C-502
- ㉓ RESTORE LANDSCAPING TO ORIGINAL CONDITION

NOTE
SEE SHEET G-006 FOR ALIGNMENT GEOMETRY DETAILS



REVISION	BY	DATE	JOB NUMBER	DATE
DESIGNED BY	A. JAIMES		6058-01	November 29, 2023
DRAWN BY	A. WOLFORD		ACAD FILE:	6058-01-R-101_105.DWG
REVIEWED BY	K. THOMPSON		COPYRIGHT 2023 BY ANDERSON PERRY & ASSOC., INC.	



PORT OF BENTON
RICHLAND INNOVATION CENTER
SIDEWALK IMPROVEMENTS
2023

STREET PLAN - EINSTEIN AVE

SHEET
R-105
15 OF 17

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