

## CITY OF KENNEWICK

### INFORMATION TO BIDDERS

#### 1. PLANS, SPECIFICATIONS, AND ADDITIONAL INFORMATION

Plans, specifications, and any additional information may be obtained from the office of the City Engineer, 210 West 6th Avenue, Kennewick, Washington 99336.

#### 2. BID PROCEDURES, EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

Delete SWSS Section 1-02.1 and replace it with the following:

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the Contract Documents. The City of Kennewick reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

The Bidders attention is called to Section 1-02.4 of the WSDOT Standard Specifications. Bidders shall satisfy themselves by personal examination of the plans, specifications, site of the proposed improvements, and by other examination and investigation which they may desire to make as to the nature of the project and the difficulties to be encountered.

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work is to be done; and the successful Bidder must employ, as far as possible, methods and means for carrying out this work to eliminate any interference or interruption of any other contracts. After submissions of the proposal, no complaints or claims construing misunderstanding in regard to the content of the Owner or the estimated quantities of work to be done will be accepted.

The signing of the proposal will be considered as implicitly denoting that the Bidder has a thorough comprehension of the full intent and scope of the specifications and drawings.

#### 3. PROPOSAL

The bid proposal shall be completed per the requirements of the WSDOT Standard Specifications Section 1-02.6 and the latest APWA GSP for SWSS Section 1-02.5. Revise the first paragraph of SWSS Section 1-02.9 to read: Bids shall be submitted on the proposal form(s) provided by the city in the contract document. If Excel computer programs of the bid proposal are provided by the city, print out copies may be used. The proposal, specifications, and contract are in one volume and this volume shall be submitted on or before the time and at the place specified in the "Invitation to Bid," in a sealed package addressed to the Municipal Services Department, City of Kennewick, and plainly marked with the project name, location, and/or contract number as contained in the Invitation to Bid. Although desired to have the volume submitted intact, to insure that all required parts of the bid are received, the City reserves the right to consider this requirement an informality, provided that all parts of the bid proposal section of the volume are submitted and are acceptable to the City. Proposals will be considered irregular per the provisions of Section 1-02.13 and the latest APWA GSP for said Section 1-02.13.

After the date and hour set for the opening of the bids, no Bidder may withdraw his proposal unless the award of contract is delayed for a period exceeding forty-five (45) calendar days, per the requirements of the WSDOT Standard Specifications Section 1-03.2.

#### 4. WITHDRAWAL OR REVISION OF PROPOSAL

After submitting a bid proposal, the bidder may withdraw or revise it per the requirements of WSDOT Standard Specification Section 1-02.10, which states that the proposal may be withdrawn or revised if:

1. The bidder submits a written request signed by an authorized person, and
2. The Contracting Agency receives the request before the time for opening bids.

The original bid proposal may be revised and resubmitted as the official bid proposal if the Contracting Agency receives it before the time for opening bids.

#### 5. BID SECURITY

The contractor's attention is called to WSDOT Standard Specifications Section 1-02.7 and the latest APWA GSP for said Section 1-02.7. Each bid must be accompanied by a certified check, cashier's check, money order, or a bid bond in favor of the Owner in an amount of not less than five percent (5%) of the total bid. The check, money order, or bid bond will be held as a guarantee that the successful bidder will, within ten (10) days from the date of notification of award, furnish the required contract bonds and enter into a contract with the city.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### 6. NONCOLLUSION DECLARATION AND LOBBYING CERTIFICATION

The contractor is required to complete the forms provided in the bid proposal section of the contract documents, per the provision of the WSDOT Standard Specifications Sections 1-02.8 (1) and 1-02.8 (2).

#### 7. WAGE RATES - FEDERALLY FUNDED PROJECTS

Projects funded or partially funded with federal funds are subject to the provisions of the Washington State Public Works Law and the Federal Davis-Bacon and related acts. The Contractor and every subcontractor on that project must pay the Federal prevailing wage rate and in addition, must substitute and pay the Washington State prevailing wage rates, where they are higher than the Federal prevailing wage rates for any pay classification.

#### 8. LAWS RESTRICTING BID SHOPPING

Every invitation to bid on a contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010, shall require each bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of 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 to name itself for the work. The bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid nonresponsive and, therefore, void. The requirement of this section to name the bidder's proposed heating,

ventilation and air conditioning, plumbing, and electrical subcontractors, applies only to proposed heating, ventilation and air conditioning, plumbing, and electrical subcontractors who will contract directly with the general contractor submitting the bid to the public entity.

## 9. MINORITY BUSINESS

The Contractor agrees that he shall actively solicit the employment of minority group members. The Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. The Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The contractor's signature on the bid proposal shall indicate evidence of compliance as stated in this section. The Owner does hereby retain the right to require further evidence if it so desires.

As used in this section, the term "minority business" means a business at least fifty-one percent of which is owned by minority group members. Minority group members include, but are not limited to, Blacks, women, Native Americans, Orientals, Eskimos, Aleuts, and Spanish Americans.

## 10. CONSIDERATION OF BIDS

The city shall check all bids per the provisions of WSDOT Standard Specifications Section 1-03.1. Claims of bidder error shall meet all provisions of the above-referenced section 1-03.1.

Add the following to the latest APWA GSP for SWSS Section 1-02.15. A contract will not be awarded until the Owner has identified to its full satisfaction, the lowest responsible bidder. When a bid contains alternate bid items, or deductive or additive bid items, award will be made to the lowest responsible bidder of the total bid, after substitution of the alternate(s) of the city's choice. The City reserves the right, in its sole and absolute discretion, to reject any or all bids, to waive any irregularities in any bid, or to accept any bid for award of contract, which will best serve the interest of the City.

On projects that do not utilize federal funding, in addition to price, and per the provisions of City Ordinance 3927, Section 1-2001, the City may consider one or more of the following elements in selecting the lowest responsible bidder:

1. The tax revenue the City would receive from purchasing from a local bidder located within the city limits; or
2. The ability, capability and skill of the bidder to perform the contract or provide the service required; or
3. The character, integrity, reputation, judgment, experience and efficiency of the bidder; or
4. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference; or
5. The performance quality of previous contracts or services; or
6. Previous and existing compliance by the bidder with laws relating to the contract or service; or
7. The financial responsibility of the bidder to perform the contract or provide the service; or
8. The limitations of any license the bidder may be required to possess; or
9. The quality, availability, and the adaptability of the product or service; or
10. The ability of the bidder to provide future maintenance and service; or
11. The life cycle, maintenance and performance of the equipment or product being offered; or
12. Other information as may be pertinent and having a bearing on the decision to award the contract; or

13. Compatibility and uniformity with existing equipment, services and procedures.  
14. (Ord. 3927, Sec. 1, 2001).

11. DISQUALIFICATION OF BIDDERS (FEDERAL FUNDED CONTRACTS)

A bidder may be deemed not responsible and the proposal rejected per the provisions of Section 1-02.14 of the SWSS and as revised by the latest APWA GSP for Disqualification of Bidders.

12. PERFORMANCE, PAYMENT AND MAINTENANCE BOND

The Bidder to whom a contract is awarded will be required to furnish a performance, payment and maintenance bond, or if federal funding is utilized, a performance and payment bond, in the penal sum of one hundred percent (100%) of the original amount of the contract and otherwise meet all requirements of WSDOT Standard Specification Section 1-03.4 and the latest APWA GSP for SWSS Section 1-03.4. The bond shall be executed on the form included in the contract documents.

**In the event that the Contractor and his surety do not use the bond form enclosed with these specifications, each bond form must be accompanied by a check in the amount of \$100.00, payable to the City of Kennewick. The check must be attached to the original copy of each bond form used. If the bond is not in proper form as required by these specifications or in harmony with the provisions of the approved form or state law, it will be rejected, and when a new bond form is supplied, it must be accompanied by a second \$100.00 check until such time as it is approved. Bonds which in any respect deviate from state law, city ordinance, or these specifications, will not be approved.**

13. RETENTION BOND

Unless otherwise provided for in the contract Special Provisions, the contractor on each city contract, other than Small Works Contracts, and contracts under \$100,000 will be required to provide an "In Lieu of Retention Bond". With the exception of Small Works Contracts and contracts under \$100,000, where standard 5% retainage will typically be withheld, the city will not withhold monetary retainage, unless otherwise provided for in the contract Special Provisions. The "In Lieu of Retention Bond" shall be executed on the form included in the contract documents.

14. RETURN OF BID SECURITY

The certified checks, cashier's checks, money orders, or bid bonds accompanying all proposals, will be held by the owner until the contract and other legal requirements that the successful Bidder must execute, furnish, and/or comply with, have been completed. After completion, the remaining checks, money orders, or bid bonds will be returned to the respective Bidders. If no award has been made within forty-five (45) days after the opening of the bids, the bid security will be returned upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

15. INSURANCE

Prior to issuance of a Notice to Proceed, the Contractor shall submit proper insurance to the Owner meeting all requirements of the latest APWA GSP for WSDOT Standard Specification Section 1-07.18 and the Kennewick Municipal Code. The City of Kennewick shall be listed as additional insured on all insurance policies.

16. BUSINESS LICENSE

A business license from the City of Kennewick will be required by any Contractor or Subcontractor prior to commencement of construction.

17. CITY NON-DISCRIMINATION POLICY

The City of Kennewick does not discriminate on the basis of sex, color, religion, national origin, age, or disability in the provision of services, in programs or activities or employment opportunities and benefits. The City of Kennewick does not discriminate on the basis of disability in the programs and activities, which it operates, pursuant to the requirements of the American with Disabilities Act of 1990, PUB L 101-336. This policy extends to the employment by and admission to and participation in the programs, services and activities of the City of Kennewick.

Inquiries concerning the American with Disabilities Act and requests for reasonable accommodations should be directed to the City's ADA Coordinator, Administrative Services, City of Kennewick, P.O. Box 6108, Kennewick, WA 99336, 585-4240.

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