

INSTRUCTIONS TO BIDDERS

1. **Form of Proposal and Signature.** The proposal shall be submitted on the forms provided by the City of Arlington and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed. The Bidder shall state in words and figures the Base Bid and alternates for which the Bidder proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the specifications. The Bidder shall provide a bid for all bid items including alternates or proposal will be deemed non-responsive. If the words and figures do not agree in the proposal, the words shall govern and the figures shall be disregarded. The City of Arlington reserves the right to correct any arithmetic errors. If the proposal is made by an individual it shall be signed and the individual's full name and address shall be given; if it is made by a partnership it shall be signed with the partnership name by a duly authorized partner, who shall also sign his or her own name, and the name and address of each partner shall be given; and if it is made by a corporation or a limited liability company the name of the corporation or limited liability company shall be signed by its duly authorized officer, officers, or members and the names and titles of all officers or members of the corporation limited liability company shall be given. No proposal or modification by fax or e-mail will be considered.

2. **Preparation of the Proposal.** Blank spaces in the proposal shall be properly filled. The written text of the proposal must not be changed and no additions shall be made to the items mentioned therein. Conditions, limitations or provisions attached to a proposal will cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the Bidder. Alternative proposals will not be considered. No proposal received after the time named or at any place other than the place stated in the Advertisement for Bid will be considered. All bids will be opened in the presence of the bidders' representatives who choose to attend, at the time and in the place specified in the bidding documents. The bidder's representatives who are present shall sign a register evidencing their attendance. The City of Arlington reserves the right to waive any informality in any bid, to reject any or all proposals, and to make award to the lowest responsible Bidder as the interest of the City of Arlington may require. Where bonds are required the Bidder shall name in its proposal package the surety or sureties who have agreed to furnish said bonds.

Prevailing wages shall be paid to all workers. Prevailing wage rates for Snohomish County and Davis Bacon can be obtained within Appendix A and from the following links, whereby the contractor shall utilize the higher rate for each Job Classification:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/basics/default.asp>

<http://www.dol.gov/whd/programs/dbra/>

3. **Questions.** Questions shall be submitted in writing to the Project Coordinator, contact information shown below, and be received at least one week prior to the specified bid opening date. Questions received after this date may not be responded to. Responses to questions will be submitted in writing by the City either directly or through addendum; verbal responses shall not be considered official.

4. **Withdrawal of Bid.** Withdrawal of the proposal shall be in accordance with Section 1-02.10 of the 2012 edition of the WSDOT standard specifications.

5. **Lowest Responsible Bidder.** The successful bidder will be the bidder submitting the lowest responsible bid for the Preference, listed in the order shown in the Bid Proposal, which is within the amount of Available Funds for the project to be announced at the time of the bid opening. Available Funds will be announced immediately prior to the opening of bids.

In selecting the responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the proposal, and the Bidder's financial standing, if requested. To receive favorable consideration, a Bidder must present evidence satisfactory to the City of Arlington that the Bidder and its associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources may be requested by the City of Arlington, but will not alone determine whether a Bidder is competent to undertake the proposed work. Each Bidder must furnish a record of past performance and experience in the form required. To this end, each proposal, except as noted below, shall be supported by a statement of the Bidder's experience on the form provided. This form, completely filled out, must be

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submitted along with the proposal. Incomplete or false statements submitted in connection with a proposal may, at the option of the City of Arlington, be sufficient cause for its rejection. The City of Arlington shall be the final authority with regard to whether a bid is responsive to the Advertisement for Bid and as to whether a Bidder is a responsible Bidder under the conditions of this bid.

6. **Bid Deposit.** As a guarantee of good faith, each Bidder shall submit with its proposal an unconditional certified or cashier's check drawn on a solvent state or national bank, or the Bidder may furnish a bond with a company acceptable to the City of Arlington in the sum stated in the Advertisement for Bid and these contract documents, payable to the City of Arlington, said check or bond to be held uncollected until it becomes subject to disposal as herein provided. Any condition or limitation placed upon said check or bond may render it informal and may, at the option of the City of Arlington result in the rejection of the proposal under which such check is submitted. If a Bidder to whom an award is made fails or refuses to execute the contract and furnish the required bond, all within the time stated herein, said check or bond and the monies represented thereby shall be and remain the property of the City of Arlington and shall be subject to deposit. The amount thereof is agreed to by the Bidder as liquidated damages due the City of Arlington on account of the delay in the execution of the contract and bond, and in the performance of the work hereunder, resulting from such failure or refusal. The check or bond of a Bidder to whom contract has been awarded will be returned to the Bidder after all of the acts, for the performance of which said check is required, have been fully performed. As soon as the bid prices are compared, the City of Arlington will return the deposits of all except the three lowest responsible Bidders. When the Contract is executed, the deposits of the two remaining unsuccessful Bidders will be returned. The liability of the City of Arlington in connection with the said checks shall be limited to the return of the checks as herein provided.

7. **Execution of Contract.** A Bidder to whom the award is made shall be presented three official copies of the written contract with the City of Arlington in the form of Contract attached hereto and shall execute and return to the City of Arlington along with approved bonds as required in the following paragraph, all in accordance with the provisions hereof within seven (7) calendar days of the Notice of Award or such additional time as may be allowed by the City of Arlington. Upon receipt of the signed contract and subsequent signature by the Mayor the City of Arlington will return a copy of the fully executed contract to the Bidder.

If a Bidder to whom the award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, its check, deposit, or Bid Bond shall become the property of the City of Arlington as provided herein, the award will be annulled, and in the discretion of the City of Arlington an award may be made to the Bidder whose proposal is next most acceptable to the City of Arlington; and such Bidder shall fulfill every stipulation embraced herein as if the Bidder were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of the authority of the officer signing the contract and bond for the corporation to so sign.

8. **Performance Bond and Payment Bond.**

(a) A Bidder to whom contract is awarded shall within the time mentioned in the preceding paragraph furnish performance and payment bonds on forms included in the Contract Documents with a responsible corporate surety or corporate sureties conditioned upon the faithful performance by the said Bidder of all covenants and stipulations in the contract. Said bond shall be in the amount of 100 percent of the Contract Amount, with a Corporate Surety approved by the City of Arlington.

(b) The surety or sureties on the bonds furnished must be satisfactory to the City of Arlington. The required bonds shall be furnished by the Bidder to whom contract has been awarded at its own cost and expense.

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9. **Address and Marking of Proposal.** The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

**Airport Blvd Phase 1A
Attn: Cristy Brubaker
City of Arlington
Permit Center
238 North Olympic Avenue
Arlington, WA 98223**

The proposal **MUST** be delivered to the address and department listed above by the time stated in the Advertisement for Bid. The time clock located in the department listed above shall be the official time clock. Submittals received after the stated deadline will not be accepted. Delivery by USPS, UPS, FedEx, or other shipping carrier is accepted, however, it must be delivered to the stated department and signed in by the time stated in the Advertisement for Bid. Delivery to any other location or department will not be accepted. The proposal envelope **MUST** be plainly marked in the **upper left hand corner** with the following, as listed in the Advertisement for Bid:

Bidder Name: *(Fill in)*
Bidder Address: *(Fill in)*
Project Name: *(Fill in)*
Bid Date: *(Fill in)*
Bid Time: *(Fill in)*
Project Number: *(Fill in)*

All bid submittal items shall be enclosed in the same envelope with the proposal. Refer to Bidder's checklist

10. **Complete Contract Documents.** It shall be the responsibility of the Bidder to verify the completeness of its set of Contract Documents from the Table of Contents therein and neither the City of Arlington nor any of its officers or consultants shall be held responsible for any omissions unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

11. **Corrections, Interpretations and Addenda.** Any omissions, discrepancies or need for interpretation should be submitted in writing to the attention of the Project Coordinator. Written addenda to clarify questions which arise will then be issued.

All addenda to these specifications received by the Bidder must be listed on the space provided on the Proposal Form.

All interpretation or explanations of the Contract Document shall be in the form of an addendum and no oral statements by the City or other representative of the City shall, in any way modify the contracts Documents, whether made before or after letting the Contract.

12. **Submittals.** The successful Bidder shall supply construction material submittals for approval by the City of Arlington within fourteen (14) calendar days after the Execution of Contract.

13. **Project Coordinator.** Notices as required in the Contract Documents shall be transmitted to:

Cristy Brubaker
Public Works Coordinator
City of Arlington
238 N. Olympic Ave
Arlington, WA 98223
(360) 403-3503
cbrubaker@arlingtonwa.gov