

PART I

GENERAL INFORMATION

ADVERTISEMENT FOR BID

City of Arlington

Airport Boulevard Road Improvements

Notice is hereby given that sealed proposals will be received by the City of Arlington, located at 238 North Olympic Avenue, Arlington, Washington, 98223, until _____, for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to perform the Airport Boulevard Road Improvements project. The project location is generally described as Airport Boulevard (51st Avenue NE) starting at a point approximately 1,100 feet north of the intersection of Airport Boulevard and 172nd Street NE (SR 531) and ending at the intersection of the proposed Airport Boulevard extension with 188th Street NE as identified formally in the construction plans.

This project includes construction of approximately 7,250 lineal feet of new or improved roadway. It includes a new 3 lane section with bike lanes, curb and gutter with adjacent rain gardens, and a 5 foot sidewalk on both sides of the road. Additional improvements will consist of installing new drainage facilities, channelization, new 12" water main, extension of the existing sanitary sewer, sanitary sewer stub-outs, asphalt concrete paving, landscaping, channelization, and other work.

The work shall be completed within one hundred twenty (120) working days after the commencement date stated in the Notice to Proceed. All bidding and construction is to be performed in compliance with the proposal, Contract, plans, and specifications for this project and any addenda issued thereto which are on file at the office of the City Engineer of the City of Arlington.

Proposals received after the date and time above stated will not be considered. Immediately following the deadline for submission, the proposals will be publicly opened and read aloud in the Council Chambers of the City of Arlington located at 110 East Third Street, Arlington, Washington. Proposals must be submitted on the form provided with the contract documents. All proposals must be accompanied by a certified check, cashier's check, money order, or surety bond payable to the City of Arlington of the value not less than five percent (5%) of the total amount bid. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Arlington.

Plans and specifications, including bid forms and Contract forms will be available through Builder's Exchange (www.bxwa.com), or may be purchased from the City of Arlington Finance Office, 1st Floor, Arlington City Hall, 238 North Olympic Ave., Arlington, Washington at the non-refundable cost of \$100.00. Bidders shall contact Cristy Brubaker, Public Works Coordinator, at (360) 403-3503 for more information.

Free-of-charge access to project bid documents (plans, specifications, addenda and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Arlington". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Bidders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration.

The City of Arlington expressly reserves the right to reject any and all bids, to waive minor irregularities or informalities, and to further make award of the project to the lowest responsible Bidder as it best serves the interest of City of Arlington. No proposal may be withdrawn after the time stated above, or before Award of Contract, unless said award is delayed for a period exceeding sixty (60) calendar days after opening of the proposals.

The following is applicable to federal aid projects.

The City of Arlington 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.

The Contractor is alerted that this is an ARRA project. ARRA contracts require contractors and subcontractors complete monthly reports on the number of newly hired and existing employees.

Margaret Larson, Mayor

Published _____ :
Seattle Daily Journal of Commerce
Everett Herald

Published _____ :
Arlington Times

INSTRUCTIONS TO BIDDERS

1. **Form of Proposal and Signature.** The proposal shall be submitted on the form 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 figures the unit prices or the specific sums as the case may be, for which he proposes to supply the labor, materials, supplies, or machinery, and perform the work required by the specifications. If the unit price and the total amount named by a Bidder for any item are not in Proposal Form, the unit price alone will be considered as representing the Bidder's intention and totals will be corrected to conform thereto. The City of Arlington reserves the right to correct any arithmetical 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 Firm it shall be signed with the co-partnership name by a member of the firm, who shall also sign his or her own name, and the name and address of each member shall be given; and if it is made by a corporation the name of the corporation shall be signed by its duly authorized officer or officers, and the names and titles of all officers of the corporation 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 phraseology 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 unless specifically provided for in the Bidding Schedule. A Bidder may withdraw its proposal before the hour fixed for opening bids, without prejudice to said Bidder, by submitting a written request to the City of Arlington for withdrawal, and the Bidder's proposal will be returned unopened when reached in the procedure of opening bids without rendering the accompanying certified or cashier's check or bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute contract after award, as hereinafter provided. 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 and declared to be present at the opening. The City of Arlington reserves the right to waive any informality in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, 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 the surety or sureties who have agreed to furnish said bonds.

3. **Lowest Responsible Bidder.** In selecting the lowest 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 or 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 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.

INSTRUCTIONS TO BIDDERS (continued)

4. **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 he 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 results 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 in Section 6 hereof, 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 him 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.

5. **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 a good and approved bond as required in the following paragraph, all in accordance with the provisions hereof within ten (10) 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, and/or Bid Bond shall become the property of the City of Arlington as provided in Section 5 hereof, 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 he 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.

6. **Performance and Payment Bond.**

(a) A Bidder to whom contract is awarded shall within the time mentioned in the preceding paragraph furnish a bond 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 bond furnished must be satisfactory to the City of Arlington. The required bond shall be furnished by the Bidder to whom contract has been awarded at its own cost and expense.

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

**Airport Boulevard Road Improvements
Attn: Cristy Brubaker, Public Works Coordinator
City of Arlington
238 North Olympic Avenue
Arlington, WA 98223**

INSTRUCTIONS TO BIDDERS (continued)

The proposal envelope **MUST** be plainly marked in the **upper left hand corner** with the name and address of the Bidder, and bear the words:

To: City of Arlington
Proposal For: Airport Boulevard Road Improvements
Bid Date: _____
Bid Time: _____
Project Number: PWD 20080101

The statement of Bidder's experience and financial condition, and a certified or cashier's check, or bond, shall be enclosed in the same envelope with the proposal.

9. **Complete Specifications.** It shall be the responsibility of the Bidder to verify the completeness of its set of specifications 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 omission there-from unless such omission has been called to the attention of the City of Arlington prior to the submission of bids.

10. **Corrections, Interpretations and Addenda.** Any omissions, discrepancies or need for interpretation should be brought in writing to the attention of the Project Manager. 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 Bidding Sheets.

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

11. **Submittals.** The successful Bidder shall supply construction material submittals for approval by the City of Arlington within ten (10) working days after Notice of Award.

12. **Other.** All applicable laws, ordinances, rules, regulations, taxes, and dues of all authorities having jurisdiction over the project shall apply to the Contract throughout.

13. **Project Location.** The project location is generally described as Airport Boulevard (51st Avenue NE) starting at a point approximately 1,100 feet north of the intersection of 51st Avenue NE and 172nd Street NE (SR 531) and ending at the intersection of the proposed Airport Boulevard extension with 188th Street NE as identified formally in the construction plans.

14. **Project Manager.** Notices as required in the contract shall be mailed to Cristy Brubaker, Public Works Coordinator, 238 North Olympic Avenue, Arlington, Washington 98223.

15. **Time of Completion.** All work required by the Contract Documents shall be completed within one hundred twenty (120) working days from the date identified in the Notice to Proceed.

16. **Opinion of Construction Cost.** Engineer's Estimate of construction cost is approximately \$3,300,000.