

DOCUMENT NUMBER 00300

BID FORM

Project Identification: WWTP Upgrade and Expansion

Contract Identification and Number: _____

This Bid is Submitted To: City of Arlington

Attn: Ms. Cristy Brubaker, Public Works Coordinator

238 North Olympic Avenue

Arlington, Washington 98223

(Name and Address of Owner)

The Design Engineer is Kennedy/Jenks Consultants:

32001 32nd Ave South, Suite 100, Federal Way, Washington 98001

(Address)

253-874-0555

(Phone Number)

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.
- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

Date

Number

- (c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Document Number 00200, Information Available to Bidders.

Bidder has read and accepts the provisions in General Conditions paragraphs 3.3 through 3.5 which limit the extent to which the Contractor may rely on information provided by the Owner or the Design Engineer with regard to: a) subsurface soil conditions, b) existing concealed or underground utilities and underground facilities, and c) existing structures and facilities.

- (e) Bidder has read and accepts the provisions in General Conditions paragraphs 3.6 and 3.8 identifying the Contractor's responsibility: a) for using care in making excavations and in doing demolition, b) for damage to existing utilities and underground facilities and for loss of use thereof, and c) for the protection of workers and others from known and unknown or concealed hazards.
- (f) Bidder has read and accepts the provisions in General Conditions paragraph 3.7 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.
- (g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations, or tests and has obtained any other data it considers necessary for preparation of its Bid.

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.

- (h) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
- (i) Bidder has read, studied and understands the entire set of Bidding Documents including the Construction Drawings, Specifications and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.
- (j) Bidder represents that its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work in full compliance with the Contract Documents without exception.
- (k) Bidder's Base Bid for individual bid items includes providing equipment or complete systems by makers selected by the Bidder from those named by the Owner on the Base Bid Equipment and Systems List Document Number 00412 which shall be submitted with the Bid Form. Bidder's quoted changes in price for acceptance of alternate equipment proposed by Bidder will not be considered in determining the lowest Base Bid. Bidder's quoted changes in price for alternate equipment shall remain in effect for 60 days after

executing the Agreement and may be accepted by the Owner by Change Order at the Owner's sole option.

Article 4

Requirements for State of Washington Public Works Contracts.

- (a) **DECLARATION OF LICENSE STATUS.** In accordance with Title 18.27 of the Revised Code of Washington, the Bidder declares that it possesses a valid State of Washington General Contractor's license at the time of submitting this Bid. Bidder shall state its license number and expiration date on its Bid Form.
- (b) **EXCAVATION, TRENCHING, AND SHORING.** The Bidder's attention is directed to Part N - EXCAVATION, TRENCHING, AND SHORING, Chapter 296-155 of the Washington Administrative Code. These regulations relate to all excavation and contain specific requirements to provide for the protection of all employees during all excavation work in connection with all construction work relating thereto, such as trenches, underpinning, shoring and bracing, and in connection with the construction of footings, foundations, retaining walls and other construction work below ground level.

The Bid Schedule includes an item for Excavation Safety. The Bidder shall include its costs to provide the required worker protection as required by Washington State Law.

- (c) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, by the statutes and regulations applicable thereto.
- (d) **WASHINGTON STATE AND LOCAL SALES TAXES.** The Owner will pay monthly to the Contractor, Washington State and local sales taxes at the current prevailing rates based on the progress payment amount. The Contractor shall then pay these State and local sales tax amounts to the Washington State Department of Revenue. The Contractor's obligations regarding RCW Title 82, Excise Taxes, are explained in a comprehensive manual entitled, Contractor's Tax Manual, available from the Research & Information Division of the Washington State Department of Revenue. In addition, the Washington Administrative Code Sections 458-20-102, 145, 170, 171, 172, 173, and 235 contain specific provisions relating to sales/use taxes.

Article 5

Bidder will complete the Work for the prices shown in the Bid Schedule:

Bid Schedule WWTP Upgrade and Expansion City of Arlington, Washington				
Item No. & Description	Quantity	Unit	Unit Price (\$)	Total Item Bid Price (\$)
1. Mobilization/demobilization, bonds, and insurance	1	LS		
2. Excavation Safety	1	LS		
3. General Site	1	LS		
4. Headworks (Area 100)	1	LS		
5. Aeration Basins (Area 200)	1	LS		
6. MBR Tanks (Area 300)	1	LS		
7. MBR Support Building (Area 400)	1	LS		
8. Secondary Support Building (Area 500)	1	LS		
9. Digesters (Area 600)	1	LS		
10. Solids Handling Building (Area 700)	1	LS		
11. Equipment Building (Area 800)	1	LS		
12. Lab/Office Building (Area 900)	1	LS		
13. Odor Control (Area 1000)	1	LS		
	Subtotal Amount Bid			
	Sales Tax (8.5%)			
	Total Amount Bid (enter below in writing and figures)			

Total Amount Bid _____ (\$ _____)
 (use words) (figures)

Article 6

- (a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment in accordance with Article 13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- (b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- (c) Bidder accepts the Limitation of Liability Clause contained in the Agreement.

Article 7

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

- (a) Required Bid Security in the form of _____ (Document Number 00410)
- (b) Base Bid Equipment and Systems List (Document Number 00412)
- (c) Bidder's References (Document Number 00416)
- (d) Bidder's Qualifications (Document Number 00420)
- (e) Subcontractor List (Document Number 00430)
- (f) Noncollusion Affidavit (Document Number 00480)

Article 8

Communications concerning this Bid shall be addressed to: Ms. Cristy Brubaker, Public Works Coordinator

At the following address: 238 North Olympic Avenue, Arlington, Washington 98223

Telephone Number: (360) 403-3503

Article 9

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: _____

License classification: _____

License expiration date: _____

SUBMITTED on _____, 200____.

If Bidder is:

An Individual

By: _____ (SEAL)
Individual's Name

(Signature)

Doing business as: _____

Business Address: _____

Telephone Number: _____

A Partnership

By: _____
(Firm Name)

(SEAL)

(General Partner Name)

(Signature)

(Title)

Business Address: _____

Telephone No.: _____

A Corporation

By: _____
(Corporation's Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Signature)

(Title)

Attest _____
(Secretary)

Business Address: _____

Telephone No.: _____

Home Office Address (if different from above): _____

A Joint Venture

By: _____
(Name)

(Signature)

Address: _____

Telephone Number: _____

By: _____
(Name)

(Signature)

Address: _____

Telephone No.: _____

Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture shall be in the manner indicated above.

END OF BID FORM