



**SMALL WORKS CONTRACT
INVITATION TO BID (ITB)
For
PD Modular Building Site Development
Bid No. 24-18**

Released: March 14, 2024

Due: 2:00PM, March 26, 2024 to bids@mercerisland.gov

PROJECT INFORMATION

The City of Mercer Island, Washington is requesting bid proposals for PD Modular Building Site Development, Bid 24-18. The primary scope of work includes, but is not limited to, demolition of an existing landscaped island, placement of asphalt pavement and minor concrete, and installation and connection of new water service and side sewer for two modular buildings located at Mercer Island City Hall Parking Lot, 9611 SE 36th St., Mercer Island, WA 98040.

GENERAL CONTRACT INFORMATION

The purpose is to establish, through a competitive bidding process utilizing the MRSC Small Works Roster, a contractor to perform the work located at the Mercer Island City Hall Parking Lot, 9611 SE 36th St., Mercer Island, WA 98040. Mercer Way, WA. A non-exclusive contract is to be awarded from this request.

TERM AND ESTIMATED COST

The City will enter a contract with the successful contractor.

Time is of the essence. Work under this contract shall start as soon as feasibly possible, or as indicated on the Notice to Proceed (NTP), but no later than 14 calendar days after contract award. All work shall be completed within TWENTY FIVE (25) working days from the date of the Notice to Proceed (NTP).

Tentative Schedule:

Project Award: March 26, 2024

Notice to Proceed Issued: April 1, 2024

Construction Start: April 8, 2024

Substantial Completion: May 3, 2024

Final Completion: May 10, 2024

Engineers estimate for the project is \$140,000 to \$160,000.

DELIVERY OF BID

Any document that requires a signature shall be submitted as a PDF. Submit electronically to bids@mercerisland.gov (Utilities Engineer).

All submittals shall be clearly titled: "BID PROPOSAL – PD Modular Building Site Development".

Due Date: **March 26, 2024**
Time: **by 2:00 PM (PST)**

Contractors that deviate from this format or alter this form shall be deemed non-responsive. Contractors accept all risk of late delivery regardless of fault. Any pricing quote received after the due date and time shall be deemed non-responsive. The City of Mercer Island reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Invitation to Bid does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a bid proposal. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected contractor will be required to meet and agree to all the conditions in this Invitation to Bid (ITB) and Plans as well as the Required Bid Forms, **EXHIBIT "A"**, the SAMPLE Contract Documents, **EXHIBIT "B"**, the City's General Terms and Conditions, **EXHIBIT "C"**, and Contract Technical Specifications, **EXHIBIT "D"**.

SUBMITTAL REQUIREMENTS

No bid shall be considered except those submitted in the forms referenced below. Substitutions will not be accepted during the bid process. Do not leave any space blank.

Please complete and sign ALL five (5) **EXHIBIT "A" REQUIRED BID FORMS**.

EXHIBIT "A" REQUIRED BID FORMS

- 1) Bid Proposal Form
- 2) Subcontractor Listing
- 3) Non-Collusion Declaration
- 4) Contractor Declaration
- 5) Bidders Qualification Certificate
- 6) Bidders Bond

All required submittal documents must be signed by an authorized representative, having authority to sign on behalf of the Contractor.

By signing these documents, the Contractor agrees that they are familiar with the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done. The Contractor further agrees to furnish all labor, materials, equipment, tools, traffic control measures, and any other items necessary to perform and complete the work.

SITE VISITATION

Site visitation can be arranged by contacting Chris Marks at 206-677-1027, or sending email request to chris.marks@mercerisland.gov. The attachments to this ITB show the location of the work as well as existing conditions. Bidders in their own interest are advised to inspect and examine the site of proposed work and obtain, at their own responsibility, all information that may be necessary for preparing the Bid and entering into a Contract.

INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding the project may be directed to Chris Marks, Utilities Engineer, at chris.marks@mercerisland.gov. Questions are to be received no later than 12:00 PM, March 22, 2024. Any oral communication will be considered unofficial and non-binding. Questions via phone will not be accepted. All questions received will be compiled, and responses will be sent to all solicited contractors prior to the closing of bids.

BID ERRORS

In the event of a discrepancy between the unit price and the total price for any bid item, the unit price will govern, and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all bid items included in the bid proposal, the total bid price will be corrected.

BIDDER RESPONSIBILITY

It is the intent of the City to award the contract to the lowest responsible bidder. In accordance with the Revised Code of Washington (RCW) 39.04, before award of a public works contract, a bidder must meet the following state responsibility criteria, to be considered a responsible bidder and qualified to be awarded the project.

The Bidder must, at the time of bid submittal, have the following:

1. A current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
2. A current Washington Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010, RCW 39.12.050, RCW 39.12.055, or 39.12.065.
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW.
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW.
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - d. An electrical contractor license, if required by Chapter 19.28 RCW.
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f).
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

SUBCONTRACTOR RESPONSIBILITY

In accordance with RCW 39.06.020, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at

the time of subcontract execution, meets all of the requirements in the previous Bidder Responsibility criteria. The City reserves the right to review the procedure that the selected Bidder uses in validating the responsibility of any subcontractors.

QUESTIONS/CLARIFICATIONS

The City reserves the right to request any respondent to clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. Modification of a submitted proposal will be considered only if the request is received prior to the submittal deadline. All modifications and/or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. The City reserves the right to change the scope of work, duration of term, or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

ACKNOWLEDGEMENT OF ADDENDA

Each Bidder shall include on the Bid Proposal Form, **EXHIBIT "A"**, specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid of information contained in the addenda that the Bidder received constructive notice of the addenda.

BASIS OF AWARD

The City of Mercer Island will select and award the contract to the lowest responsible bidder, as determined by the City. Contract shall be awarded as per the Bid Proposal Form, **EXHIBIT "A"**. All rates and pricing submitted shall include all costs, including but not limited to all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes, permits, and other administrative fees associated with the performance of this contract. Washington State Prevailing Wage rates for King County shall apply. Contractor, and all subcontractors, must obtain a valid City of Mercer Island Business License at their sole expense. All applicable permits and bonds must also be obtained at the contractor's sole expense.

All blanks on the Bid Proposal Form shall be completed. A bid price shall be indicated in each section.

Total Bid Price = Total Base Bid

AWARD OF CONTRACT

Upon selecting the lowest responsible bidder, the successful bidder will receive a Notice of Award letter and any required Contract Documents. The successful bidder must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

BID PROTEST

Protests shall be in accordance with RCW 39.04.105. Only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

LABOR

The Contractor shall, at all times, provide sufficient skilled personnel to complete and meet all deadlines for work orders or projects in a timely manner. At all times, there shall be one person or foreman authorized in making project decisions, including: ordering materials, negotiating change orders, attending project meetings when required, and ordering additional manpower when needed.

PREVAILING WAGE

Before any payment shall be made, the selected Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries.

Any contract resulting from this Invitation to Bid is subject to the requirements of RCW Chapter 39.12 and RCW 35.23.352, and as it may be amended, relating to prevailing wages and as set forth in the Sample Contract, included in **EXHIBIT "B"**. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

PERMITS

The Contractor awarded the contract will be required to obtain a Right-of-Way Permit prior to performing any work. A copy must be sent to the Project Manager or their representative. The Contractor is responsible for complying with and maintaining the permit throughout the entire term of this contract, scheduling final inspections, and completing any other items required by the Community Planning and Development department. Information regarding the right of way permit as well as the application form can be found at <https://www.mercerisland.gov/cpd/page/right-way-use-permits>

BUSINESS LICENSE

As mandated by Mercer Island City Code 4.10.100, the General Contractor awarded the contract and each Subcontractor working on the project will be required to obtain a City of Mercer Island Business License at their sole expense. The Contractor and each Subcontractor shall obtain a City of Mercer Island Business License prior to performing any work and maintain a current business license throughout the term of this contract with the City. A business license application can be obtained online at <https://dor.wa.gov/manage-business/city-license-endorsements/mercer-island>.

INSURANCE REQUIREMENTS

The Contractor awarded the contract shall maintain current insurance as set forth in the Sample Contract, included in **EXHIBIT "B"**, and the Contractor shall name the City of Mercer Island as additionally insured on the policy endorsements. The Contractor is responsible for submitting all new insurance documents, via electronic transmission, to the City within ten (10) business days after expiration.

BID GUARANTEE:

The Bid shall be accompanied by a bid deposit in the amount equal to at least 5% of the Total Bid Price. The bid deposit shall be in one of the following formats and made payable to the City: as set forth in the Bid Bond Form, included in **EXHIBIT "A"**.

- A. A bid guaranty bond, in accordance with and using a form acceptable to the City which contains provisions substantially similar to those in the bid bond form included with the Contract Documents, duly completed by a guaranty company authorized to carry on business in the state of Washington; or
- B. A postal money order, a certified check, or cashier's check drawn upon a banking institution

with a branch office in the state of Washington.

PERFORMANCE/PAYMENT BOND

The Contractor awarded the contract, at their sole expense, shall furnish a separate Performance Bond and Payment Bond each equal to one hundred percent (100%) of the contract, as set forth in the Sample Contract Documents, included in **EXHIBIT "B"**. Alternatively, pursuant to RCW 39.08.010, on contracts of fifty-five thousand dollars (\$150,000) or less, at the option of the Contractor, the City may, in lieu of the Performance and Payment Bond retain ten percent (10%) of the Contract amount.

The Performance Bond and Payment Bond shall be in force throughout the entire term of the contract including any extensions until final completion and acceptance by the City. All contract bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570.

MEASUREMENT AND PAYMENT

The Contract price shall constitute full compensation for furnishing all labor, materials, tools and equipment for performing all work and operations required as specified herein and shall be considered full compensation and shall include all minor items required for a complete job but not specifically mentioned in the scope of services, and items mentioned in the scope of services but not having a specific pay item. The Contract pricing shall include all overhead costs, transportation, insurance, profit, permitting, L&I filing fees, taxes and any other costs related to the work.

TAXES

The bid form may include a line item for sales tax on the whole amount, or on items which are not exempt from tax under Washington State Department of Revenue rules, including WAC 458-20-170 and WAC 458-20-171. Unless there are separate line items in the bid form for Washington State sales tax, Contractor shall include all sales tax in its lump sum bid or unit prices. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The City will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. Except as provided above, the Contractor is required to pay all applicable taxes. No adjustment will be made in the amount to be paid by City under the Contract because of any change in law or regulations covering any applicable taxes, or because of any misunderstanding by the Contractor as to its liability for or the amount of any taxes.

INVOICES

Contractor shall submit properly completed invoice(s) electronically to Chris Marks, chris.marks@mercerisland.gov, or designated representative, and also to the Public Works Mailbox at publicworks@mercerisland.gov. The awarded Contractor shall be paid upon submission of a properly itemized invoice based on the prices stipulated in the Bid Proposal Form, **EXHIBIT "A"**, for work performed in accordance with all payment and retainage.

Invoices must contain the following minimum information:

- A. Project Title
- B. Description of items/work completed with unit and total
- C. This statement, per RCW 39.12.040: "We certify that the prevailing wages have been paid in accordance with the pre-file statement or statements of intent to pay prevailing wages on file with the City of Mercer Island."

Invoices will be reviewed by the City before payment is made and the City's designated representative shall not authorize payment until, in their opinion, the work has been satisfactorily completed. The City may request that the Contractor file the affidavit prior to processing the final invoice.

RETAINAGE

The Contractor awarded the contract shall have five percent (5%), or ten percent (10%) if the In Lieu of Bond Contract was signed, of the Total Compensation retained by the City to assure payment of Contractor's state taxes as well as payment of subcontractors, suppliers, and laborers. If the Contractor awarded the contract submits a retainage bond, this will be at the sole expense of the Contractor.

GIFTS & FAVORS:

The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Contractor shall not give any gift, favor, or promise of any kind to City employees or officials.

TERMINATION

At any time, upon written notice, the City has the right to terminate this contract, with or without clause.

WARRANTY & GUARANTY

Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers, as set forth in the City's General Terms and Conditions, **EXHIBIT "C"**. The warranty period shall be for the longer period of one year from the date of Final Acceptance of the entire Project's Work Orders or the duration of any special extended warranty offered by a supplier or common to the trade. The Contractor shall submit in writing their agreement to provide free of charge, replacement materials and labor for all failed or otherwise inoperative equipment. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from the City to do so.

TITLE VI NON-DISCRIMINATION

The City of Mercer Island, 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 ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 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, national origin, or sex in consideration for an award