

**West Seattle Corridor Bridge Rehabilitations and
Strengthening**

**Project: {Fed No. BHM-STPUL-HIPUL-INFRA-9917(036),
SDOT PW#2021-007AC}**

GCCM Subcontractor/Supplier Procurement

Package #14: Sawcutting

City of Seattle - Approved for Advertising

Addendum #0

**Proposals shall be received no later than 2:00PM (PT) on Wednesday
December 8, 2021**

THIS IS A FEDERALLY FUNDED PROJECT

THE FOLLOWING IS APPLICABLE TO FEDERAL AID PROJECTS: Kraemer North America, LLC (“Kraemer” or “Contractor”, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 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 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 (DBE) **as defined at 49 CFR part 26** 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. Buy America requirements will apply to this project per FHWA 23 CFR 635.410

PROJECT LOCATION: The project site has two bridges, the Spokane Street Swing Bridge (low-rise) and the West Seattle Bridge (high-rise), spanning over the West Duwamish Waterway. Leading up to

and exiting each bridge are additional elevated structures. The Spokane Street Swing Bridge carries Southwest Spokane Street and the West Seattle Bridge carries the West Seattle Freeway.

PROJECT DESCRIPTION: The West Seattle Corridor Bridges Rehabilitation and Strengthening project includes rehabilitation of the West Seattle Bridge and Spokane Street Swing Bridge, and miscellaneous major maintenance work to the elevated structures leading up to the existing bridges. This project will rehabilitate and strengthen both bridges for use by the public.

The West Seattle Bridge is a multi-span twin cast-in-place concrete, post-tensioned segmental concrete box girder bridge. In 2020, the West Seattle Bridge was closed and partially rehabilitated (i.e., Phase I stabilization measures) with external post-tensioning and carbon fiber reinforced polymer (CFRP) sheets in response to accelerated cracking observed on the bridge. This project will install additional external post-tensioning and both internal and external CFRP (i.e., Phase II rehabilitation measures), which will augment the Phase I stabilization measures installed in 2020. Work will also include soil densification at Pier 18 (easternmost expansion pier) and miscellaneous major maintenance work on the corridor.

The Spokane Street Swing Bridge is a post-tensioned segmental cast-in-place concrete box girder movable bridge. In 2020, cracking was observed on the Spokane Street Swing Bridge. Further assessment of the bridge was conducted to determine cause of the cracking and identify rehabilitation needs. The Spokane Street Swing Bridge rehabilitation will include installation of CRFP on the bridge box girder.

DBE REQUIREMENT: The Prime Contract will have a mandatory DBE goal of 2%, Note: City of Seattle Inclusion Plan requirements are not applicable on FHWA funded projects. See Part 2 of Construction Services Contract for more information. This package has an aspirational DBE goal of 0%

CWA Requirements:

This project will have a mandatory Community Workforce Agreement (CWA) requirement. Submitting a proposal the bidder agrees to participate and meet of the CWA.

PACKAGE ESTIMATE: \$5,000

OBTAINING BID DOCUMENTS: Documents are available ONLINE at www.WestSeattleBids.com
Explicit proposal instructions can be found in the 4.0 Proposals section of the RFQ/PA documents.

The Solicitation and Award Schedule:

Project Advertisement (Request for Proposals): November 17, 2021

Pre-proposal Conference (Virtual): November 30, 2021 at 3:00 PM (PT) and December 1, 2021 at 3:00 PM PT.

Questions due by: December 2, 2021 by 5:00 PM PT

Answers to Questions posted by: Friday December 3, 2021 Proposal

Due Date: Wednesday, December 8, 2021 by 2:00 PM (PT)

Award of Contract/Issuance of Notice to proceed: Upon finalization of executed subcontract

The **Pre-proposal Conference (Virtual)** is scheduled for November 30, 2021 at 3:00 PM (PT) and December 1, 2021 at 3:00 PM PT. For a link to attend the virtual meeting please contact Dominic Mascia (206) 620-0630 extension – 405 or email WestSeattleBids@KraemerNA.com.

Points of Contact:

All questions regarding this pursuit should be directed to Dominic Mascia 206 620-0630 extension - 405 and/or WestSeattleBids@KraemerNA.com. Questions are due as noted above.

Project Scope of Work Overview:

As part of this current bid package, Kraemer North America, LLC is soliciting bids for work associated with the saw cutting. This work consists of:

- 1) The subcontractor shall include 3 mobilization(s) for the work.
- 2) Subcontractor shall dispose of all waste products generated from subcontractor's operations.
- 3) Final Cleaning and daily cleanup of Subcontractor work area(s) to the satisfaction of the Contractor is the responsibility of the subcontractor.
- 4) All applicable taxes.
- 5) Pricing shall be valid for 60 days.
- 6) Bid Bonds are required for projects over \$300,000.
- 7) Payment and Performance Bonds (at subcontract execution) are required for projects over \$300,000.
- 8) Subcontractors and suppliers seeking to work with Kraemer North America must comply with all COVID-19 vaccination requirements enacted by federal, state and/or local governmental entities that apply to the project. Your submission of a quote to Kraemer indicates that your company can comply with any such vaccination requirement(s) and that its cost to comply has been considered in your quote.
- 9) Do not including any exclusions or qualifications as part of your submission, bid the scope provided. Any qualifications to your proposal may result in your bid being deemed nonresponsive.

Contract Documents included in this RFP are as follows:

- 1) West Seattle Corridor Bridge Rehabilitations and Strengthening CSC Parts 1-4 90% Document
- 2) West Seattle Corridor Bridge Rehabilitations and Strengthening Part 5 Technical Requirements 90% Document
- 3) West Seattle Corridor Bridge Rehabilitations and Strengthening Plan Set, dated 9/6/21, 90% Document
- 4) Applicable As-Builts/ Existing Structure Plans
- 5) Subcontract Template
- 6) Project Schedule, dated 8/27/2021
- 7) RFP for Subcontract Package #8 – Hydro Demolition
- 8) Specified General Conditions (from RFP/QA for insurance requirements)
- 9) City of Seattle Letter of Assent to the Community Workforce Agreement for the

Project

10) Social Equity Plan, including: Apprenticeship Utilization Proposal Plan, Priority Hire Workforce Projections, and Priority Hire Workforce Projections for New Hires.

11) Addendum 1 (9/20/21), Addendum 2 (9/27/21), Addendum 3 (10/11/21), Addendum 4 (10/19/21)

For a more detailed list of all work required for the bid package please see other documents corresponding to this bid package (ex. Instructions to Bidders, Plans, Schedule, etc.)

Note: Detailed project plans, schedule, bid items, and instructions to bidders can be found by visiting the website link provided above.

Procurement Overview:

Proposals and supplemental information shall be emailed to WestSeattleBids@kraemerna.com no later than the time indicated in the RFP. Proposal submissions shall be submitted in a single PDF no larger than 10MB. The date and time stamp on the received email shall govern proposal delivery.

Contractor may request any and/or all bidders to provide their Bid Bond in hard copy, if requested the bid bond shall be delivered within 2 business days to the address listed in the request, if not received as indicated proposals may be deemed nonresponsive.

Subcontract Bid packages shall be awarded to the responsible Bidder submitting the lowest responsive bid. Work shall not be subcontracted, regardless of tier, without consent of the Owner. A request to subcontract shall be made on the "Subcontractor Approval Application Form" provided by the Owner. If the Owner requests, the Contractor shall provide documentation that the Subcontractor meets any supplemental Bidder responsibility criteria. Each subcontract shall contain a provision that requires the Subcontractor to comply with Chapter 39.12 RCW and furnish to the Contractor all certificates, statements, and submittals that the Contractor is required by the Contract to furnish to the Owner. The Contractor shall be responsible for verifying that the Subcontractor meets the Responsible Bidder requirements of RCW 18.27, RCW 39.06.010, RCW 50, RCW 51, and RCW 82.

Consideration of Bids (excerpt from Contract documents)

2.01 Irregular Bids and Disqualifications

A bid will be considered irregular/non-responsive and will be rejected if:

- a. The Bidder is not prequalified when so required;
- b. The authorized Bid Form furnished by the Contractor is not used or is altered;
- c. The completed Bid Form contains any unauthorized additions, deletions, alternate Bids, or conditions;
- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
- e. A price per unit cannot be determined from the Bid Proposal;
- f. The Bid Form is not properly executed;
- g.

- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable;
- m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- n. More than one Bid is submitted for the same subcontract Bid Package from a Bidder under the same or different names.
- o. The Bidder fails to submit a bid bond for proposals over \$300,000
- p. The bidder fails to sign the Letter of Assent to the Project Community Workforce Agreement with bid submission
- q. The bidder fails to provide a Social Equity Plan for subcontracted work within 48 hours of bid submission
- r. The bidder fails to sign the Schedule Affidavit

A Bidder may be deemed not responsible and its Bid rejected if:

- 1. The Bidder does not meet the Bidder responsibility criteria found in RCW 39.04.350(1);
- 2. The Bidder appears on the Federal Excluded Parties List System (sam.gov);
- 3. More than one Bid is submitted for the same package from a Bidder under the same or different names;
- 4. Evidence of collusion exists with any other Bidder or potential Bidder;
- 5. The Bidder has been convicted of a crime arising from a previous public Contract;
- 6. The Bidder under consideration for Award does not submit the Equal Benefits Compliance Declaration (if applicable), indicating compliance with SMC Ch. 20.45 and the Equal Benefit Program Rules;
- 7. or
- 8. Reserved.
- 9. Reserved.

The Contractor shall notify the Bidder by email or by other writing if the Bidder is determined to be not responsible under this Section.

2.02 Bid Tabulations

After Bid opening, Bids may be checked for correctness of Bid item price extensions and the total Bid price. A discrepancy between a Bid item price and the extended amount of any Bid item shall be resolved by accepting the Bid item price as correct. If a minimum Bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Contractor will unilaterally revise the unit or lump sum price to the minimum specified amount and recalculate the extension.

The low Bid shall be determined by the sum of the Base Bid (the summation of Bid item price extensions, corrected

where necessary), plus any Additives, Alternates, and/or Deductives that the Contractor decides to include in the Contract Award. Additives, Alternates, and/or Deductives may be selected in any order that the Contractor chooses. The summation of extensions, corrected where necessary, and including sales taxes if applicable, will be used to fix the awarded Contract price and the amount of the Payment and Performance Bond.

2.03 Claim Error

A Subcontract Bidder who wishes to claim error after the Bids have been opened shall submit a signed statement, accompanied by original work sheets used in the preparation of the Bid, requesting relief from the responsibilities of Award. The statement shall describe the specific error(s) and certify that the work sheets are the originals used in the preparation of the Bid. The statement and the work sheets shall be submitted to the Contractor by 5:00 p.m. on the Business Day after Bid opening or the claim will not be considered.

The Contractor may review the certified work sheets to determine the validity of the claimed error. If the Contractor concurs with the claim of error, the Bidder will be relieved of responsibility, the Bid will be withdrawn from the Bid pool and the Bid Guaranty of the Bidder will be returned. Thereafter, at the discretion of the Contractor, all Bids may be rejected or the Award may be made to the next lowest responsible Bidder. A low Bidder on a public works project who claims error and fails to enter into a contract is prohibited from bidding on the same project if the project is re-bid.

2.04 Pre-award Information

It is the Contractor's responsibility to determine the responsiveness of the Bid and the responsibility of the Bidder. The Contractor will evaluate all Bids to determine the lowest responsive Bid of a responsible Bidder. This evaluation may include investigations to establish the responsibility and experience available to perform the Work pursuant to the Subcontractor Bid Documents.

- A. Responsible Bidder Criteria: The Contractor will verify that the apparent low Bidder meets any supplemental Bidder responsibility criteria published in the Subcontractor Bid Documents.
- B. Equal Benefits: Except as may be provided in the Equal Benefits Program Rules, the Bidder under consideration for Award shall comply with SMC Ch. 20.45 and the Equal Benefit Program Rules.
- C. In addition, an apparent low Bidder under consideration for Award may be required to furnish:
 - 1. A complete statement as to the origin, composition, and manufacture of any and all Materials to be used in the Project, together with samples which may in turn be subjected to tests to determine their quality and fitness for the Work, as provided for in the Contract;
 - 2. A CPM Schedule in the form required by the Contractor showing the order of the Work and the time required on the various phases of the Work;
 - 3. A breakdown of costs assigned to any Bid item; and
 - 4. Such additional information as may be specified to assist the Contractor in ascertaining the Bidder's general ability to perform the Work.
 - 5. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE

- participation commitment, if applicable, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
6. j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 7. k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 8. l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

2.05 Award of Contract

The Contractor will provide the Notice of Award to all Bidders in writing. The Contractor will endeavor to Award the Subcontract within sixty (60) Calendar Days after the Bid Opening Date. If the Subcontract is not awarded within that 60-Calendar Day period, all Bids will expire and will not be considered further unless, prior to the end of the 60-Calendar Day period, the Contractor and the Bidder(s) agree in writing to an extension of the time period for Bid evaluation and the allowable period for Award.

2.06 Protests (please refer to West Seattle Corridor Bridge Rehabilitations and Strengthening CSC Parts 1-4 and RCW 39.10 for all protest submittal requirements)

Any protest of a notice of Subcontractor Award, a notice that a Bid is non-responsive, or a notice that a Bidder is not responsible shall be submitted in writing to the Contractor.

To be considered, the protest shall meet the following requirements:

- A. The protestor must have submitted a Bid.
- B. The protest must not be on a matter that should have been known to the Bidder before the bid deadline.
- C. The protest must allege:
 1. A matter of bias, discrimination, or conflict of interest;
 2. Errors in responsiveness or responsibility; and/or
 3. Non-compliance with procedures described in the solicitation.
- D. All protests shall be in writing and state that the Bidder is submitting a formal protest. A notice that a Bidder intends to protest does not reserve the right to protest. The Bidder shall file a comprehensive protest within the required deadlines, following the proper format. A casual inquiry, complaint, or protest that does not comply with the form, content, or deadlines herein may not be acted upon as a protest. Failure to provide the following information may result in refusal of the protest:
 1. Company name, mailing address, phone number, and name of company individual responsible for submission of the protest.
 2. Specify the subcontract package and project name.
 3. State the specific action or decision protested.
 4. Indicate the basis and support for the protest and include specific facts and all documentation to support the protest. Additional documentation or information regarding any portion of the bidding or Award process will not be accepted after the protest submittal.
 5. Indicate what relief or corrective action the Bidder believes the Contractor should make.
 6. Demonstrate that the Bidder made every reasonable effort within the bidding process to resolve the issue, including asking questions, attending the pre-bid conference, seeking clarification, requesting addenda, and otherwise alerting the Contractor to any perceived problems.
 7. Be signed by an authorized agent of the company.

The Owner reserves the right to review and decide all such protests.

Bid Document Check List

- Schedule Affidavit
- Bid Price Proposal Form
- Bid Bond (proposals over \$300,000)
- CWA Letter of Assent for the Project
- Social Equity Plan Spreadsheet
- Disadvantaged Business Enterprise Affidavit

Appendix A - Schedule Affidavit – Addendum 0

Proposer: _____

The Proposer's duration of work shall be the same as or earlier than that identified by the Kraemer North America in the schedule provided with in the construction documents. Durations, as referenced, means that all Work has been completed and approved by the Contractor and Owner, the subcontractor has removed all equipment, materials, waste, etc. and has demobilized from the area, and that all punch list work (if required) has been completed and approved by the Contractor and Owner.

I, the undersigned, declare that:

1. I am an authorized agent of the Proposer and have the authority to submit this statement on behalf of the Proposer.
2. The Proposer's schedule is genuine, not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation.

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

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Addendum #0

Schedule of Values*

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Total Lump Sum Price written in words**:**

Subcontractor acknowledges that they have received and reviewed Addendum #____(subcontractor to fill in blank)

I, the undersigned, declare that:

I am an authorized agent of the Proposer and have the authority to submit this statement on behalf of the Proposer.
The Proposer's schedule is genuine, not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation.

Name: _____ (printed)

Title: _____

Signature: _____

Notes:

*By signing this proposal, the bidder agrees to execute the subcontract as included in the contract documents.

** The bidder agrees to provide all necessary labor, materials, equipment as needed to meet the project schedule, including any milestones as indicated in the contract documents and RFP including all CWA and DBE requirements

Appendix C - Disadvantaged Business Enterprise Affidavit

Proposer: _____

Disadvantaged Business Enterprise (DBE) participation will be required for this Integrated Construction Contract. The DBE aspirational goal for this package is 10%.

This form shall be included along with the Price Proposal at the time of proposal submission. The DBE goal percentage submitted at bid time shall be maintained for the duration of the contract on the total contract amount. Commitments as part of this Affidavit will be incorporated into the subcontract.

Proposer's Total Contract Amount: _____

Proposers Committed DBE Amount: _____

DBE Participation Percentage: _____

I, the undersigned, declare that:

1. I am an authorized agent of the Proposer and have the authority to submit this statement on behalf of the Proposer.

Signature: _____ Date: _____

Name (Printed): _____

Title: _____