

CALL FOR BIDS

CITY OF CAMAS PUBLIC WORKS DEPARTMENT CITY PROJECT NO. T1034 & W1019 NE 2ND AVENUE STREET IMPROVEMENTS & NE DALLAS WATER IMPROVEMENTS

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 10:00 A.M., on Wednesday, April 20, 2022, and will then and there be publicly read for the construction of the improvement.

All Bid Proposals shall be accompanied by a Bid Proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such Bid Proposal. Should the successful Bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the most recent version of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the Bid Proposal deposit shall be forfeited to the City of Camas.

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 Builders Exchange of Washington (BXWA) at www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Camas". 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 email 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. Bids from Bidders who are not listed on the Self-Registered Bidders List may be returned to bidders unopened. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance with access or registration. Hard copies of the bid documents can be purchased using the BXWA Online Print Ordering System. Contact Ronda Syverson, City of Camas, at 360-817-7256 or rsyverson@cityofcamas.us with any questions related to obtaining bid documents.

The improvement for which bids will be received follows:

Bid opening on Wednesday, April 20, 2022, at 10:00 A.M. at the Camas City Hall Council Chambers located at 616 NE 4th Avenue, Camas, Washington 98607. Sealed bids will be received by the City of Camas Administrative Services, 616 NE 4th Avenue, Camas, Washington 98607, until 10:00 A.M.

Statement of Work:

This contract covers work to be performed on NE 2nd Avenue (from NE Everett St. to NE Garfield St.) and on NE Dallas Street (from NE 2nd Ave. to East First Ave.). The work includes construction of 220 LF of 8" D.I.P. water main and 1" water services, storm drain pipe and catch basins, roadway excavation, cement amended road base, 525 tons of asphalt paving, concrete sidewalks, curb ramps, traffic curb, temporary traffic control, and any other related items.

**For questions, please contact Allen Westersund, 360-817-7919 or
awestersund@cityofcamas.us at the City of Camas.**

The Contractor is obligated to pay the higher of the two wage rates determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective April 20, 2022, or Davis Bacon General Decision Number: WA20220001, effective March 18, 2022.

Project Funding:

This project is financed through the Community Development Block Grant Program with funds obtained from the U.S. Department of Housing and Urban Development. The contract will be subject to regulations of the Departments of Labor and Housing and Urban Development.

Attention is called to Federal provisions for Equal Employment Opportunity, HUD Section 3 requirements, and the minimum wages as set forth in the contract documents

American Made:

In an effort to maximize the creation of American jobs and restoring economic growth, the City of Camas encourages the use of products and services that are made in the United States of America whenever and wherever possible.

Disadvantaged Businesses:

The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging small (ESB) businesses, and other disadvantaged companies in the construction of this project.

Civil Rights Act:

The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 - 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.

The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

E-Verify Requirements:

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall

require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas. Please go to the Engineering page of the City of Camas web site at www.cityofcamas.us for additional information and to view Ordinance No. 2626.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

Indemnification:

The Contractor shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance Requirements:

The Contractor shall obtain and keep in force the following policies of insurance, unless otherwise indicated in the bid documents. Automobile Liability of \$1,000,000 covering all owned, non-owned, hired, and leased vehicles; Commercial General Liability of \$2,000,000 single limit and \$2,000,000 aggregate; and, if applicable, Professional Liability insurance of \$1,000,000.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

The City of Camas expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

DocuSigned by:

Bernie Bacon

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Bernie Bacon
City Clerk