**INVITATION FOR BIDS**

**OWNER/LOCAL AGENCY: Town of Malden, Washington**

**PROJECT: Water System Improvements – Phase 1**

 **Contract No: PE21-96103-000**

**ENGINEER:**  **TD&H Engineering**

 303 E. 2nd Avenue, Spokane, WA 99202

 (509) 622-2888

Estimated Cost of Project: $700,000 (Base Bid) and $500,000 (Alternate B)

Sealed bids for the following described construction will be received by Town of Malden at:

1. By mail to the office of the Clerk/Treasurer at P.O. Box 248, Malden, WA 99149, until **2:01:00 P.M., P.S.T.**, of the bid opening date. Notification by the Post Office will be considered as actual receipt of the bid by the Town of Malden.
2. In the office of Clerk-Treasurer, Town Hall, Town of Malden at the Town Hall, W 204 Moreland, Malden, Washington, until **2:01:00 P.M, P.S.T.**, of the bid opening date. Bids delivered in person will be received only at the office of Clerk/Treasurer.

The bid opening date for this project shall be **Thursday, June 16, 2022.** The bids will be publicly opened and read after **2:01:00 P.M**. on this date.

Bids must be completed on a lump sum and unit price basis as indicated on the BID PROPOSAL.

Availability of Bidding Documents:

Contract bid documents may be examined at the following locations:

1) Town of Malden, W 204 Moreland, Malden, WA 99149 (509) 569-3771

2) TD&H Engineering, 303 E. 2nd Avenue, Spokane, WA 99202 (509) 622-2888

3) Standard Digital, 256 W. Riverside, Spokane, WA 99201 (509) 624-2985

4) Spokane Regional Plan Center 209 N. Havana Spokane, WA 99202 (509) 328-9600

5) Inland Northwest AGC, 4935 E. Trent Ave, Spokane, WA 99212 (509) 535-0391

6) Associated Builders & Contractors,1760 E. Trent, Spokane, WA  99202 (509) 534-0826

7) Tri-City Construction Council, 20 East Kennewick Ave, Kennewick, WA 99336 (509) 582-7424

8) Builders Exchange of Washington, 2607 Wetmore Ave, Everett, WA 98201 (425) 258-1303

Contract documents are available at [www.TDHplanroom.com](http://www.TDHplanroom.com) and can be viewed and/or purchased online. All addenda will be issued through email. Bidders who order online are automatically placed on the Planholders’ List and will receive automatic e-mail notification of addenda. The Planholders’ List is available at this website. Contact TD&H Engineering if you wish to be added to the Planholders’ List.

Prospective bidders shall make all requests for clarifications to Marissa Siemens, PE, TD&H Engineering in writing at the above address or to [marissa.siemens@tdhengineering.com](file:///%5C%5Ctdhspk2%5CJdrive%5C2017%5CS17-208%20Almira%20-%20Water%20Main%20Replacement%5C16%20Specification%20Masters%5Cmarissa.siemens%40tdhengineering.com). **No verbal clarifications will be made.**

Brief description of work:

The project consists of construction of approximately 2,855 linear feet of 6-inch water main, 1,000 linear feet of 8-inch water main, 4 fire hydrants, 2 sampling stations, 1 pressure reducing valve station, 9 service connections, and surface restoration (HMA, gravel and hydroseed). Bid Alternate B consists of construction of approximately 3,000 linear feet of 8-inch water main, 5 fire hydrants, 2 sampling stations, and 4 service connections, and surface restoration (gravel and hydroseed).

Bid security:

A certified or bank cashier’s check in the amount of five percent (5%) of the bid amount, payable to the Town of Malden, or bid bond executed by a licensed bonding company is required with each bid, subject to the conditions provided for in the bid procedures and conditions. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

Rejection of bids:

The Town shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding document or a bid in any way incomplete or irregular.

All work performed on this project will be subject to state prevailing wage rates.

The Town of Malden is an Equal Opportunity and Affirmative Action Employer. Small, Minority- and Women-owned firms are encouraged to submit bids.

This project is funded through Washington State Public Works Board Program with state funds.

Contractors must be licensed to conduct business in Washington State.

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## INFORMATION FOR BIDDERS

BIDS will be received by the Town of Malden (herein called the “OWNER”) at the time and location set forth in the Call for Bids herein before and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope addressed to the Town of Malden. Each sealed envelope containing a BID must be plainly marked on the outside as BID for the **Malden Water System Improvements – Phase 1.** The envelope should bear on the outside the name of the BIDDER, address, contractor registration number, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the above address.

All BIDS must be made on the required PROPOSAL FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the PROPOSAL FORM must be fully completed and executed when submitted. Only one copy of the PROPOSAL FORM is required.

Before submitting their proposal, the BIDDER shall examine the site of the work and review the drawings and specifications including ADDENDA and ascertain for themselves the work required and all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful BIDDER from entering into contracts nor excuse the BIDDER from performing the work in strict accordance with the terms of the contract. No verbal statement made by any officer, agent, or employee of the OWNER, in relation to the physical conditions pertaining to the site of the work, will be binding on the OWNER during the gathering of information for proposal preparation by the BIDDER. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID deposit payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the deposits of all except the three lowest responsible BIDDERS. When the Agreement is executed, the deposits of the two remaining unsuccessful BIDDERS will be returned. A certified check may be used in lieu of a BID bond.

A performance and a payment bond in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bond and contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

CONTRACTOR shall not commence work until a NOTICE TO PROCEED has been issued by the OWNER.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER, in the OWNER’S discretion, that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the contract payment and performance bond within ten (10) calendar days after the date on the NOTICE OF AWARD. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER reserves the option to consider the BIDDER in default, in which case the BID deposit accompanying the bid shall become the property of the OWNER.

A conditional or qualified BID will not be accepted.

Award of the bid is based on the lowest responsible bid for the highest order of Preference as listed in Section 1-02.6 of the Special Provisions. Award will be made as a whole to one bidder. Separate awards to more than one bidder will not be considered. The OWNER reserves the right to reject all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS.The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The apparent lowest responsible BIDDER must supply the names and addresses of all material suppliers and subcontractors in accordance with Section 1-07.11.