

CALL FOR BIDS
CITY OF CAMAS PUBLIC WORKS DEPARTMENT
CITY PROJECT NO. T1010
REBID - NE 3RD AVENUE BRIDGE SEISMIC RETROFIT PROJECT

Sealed bids will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 11:00 A.M., on Tuesday, January 26, 2021, 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 Washington State Department of Transportation (WSDOT) 2021 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. **ELIGIBLE BIDDERS MUST BE LISTED ON THE SELF-REGISTERED BIDDERS LIST. INELIGIBLE BIDS SHALL 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)817-1562 or rsyverson@cityofcamas.us with any questions related to obtaining bid documents.

The improvement for which bids will be received follows:

Bid opening on Tuesday, January 26, 2021, at 11:00 A.M. at the Camas City Hall front steps located at 616 NE 4th Avenue, Camas, Washington 98607. Sealed bids will be received by the City of Camas Administrative Services (front reception desk), 616 NE 4th Avenue, Camas, Washington 98607, until 11:00 A.M.

Statement of Work:

This Contract provides for the construction of seismic and other improvements to the 3rd Avenue Bridge across the Washougal River in Camas, Washington. The Project requires construction of seismic improvements including replacement of bridge bearings and isolation bearings, constructing reinforced concrete backwalls, constructing beam seat extensions, installation of shear studs to constrain the deck, jet or compaction grouting of foundation soils and other associated work. The project also includes constructing storm drainage improvements, milling and replacement of pavement, traffic control and other work all in accordance with the attached

Contract Plans, these Contract Provisions, and the Standard Specifications. All materials are subject to the Buy America provisions as detailed in these documents and specifications.

**For questions, please contact Allen Westersund, City of Camas,
at awestersund@cityofcamas.us or (360) 448-9903.**

Financing of the Project has been provided in part by a grant from WSDOT Local Programs Bridge Program as funded by the Federal Highway Administration (FHWA). All FHWA requirements or provisions must be met by the General Contractor and all Subcontractors. All work performed on the project will be subject to the higher of the State or Federal Prevailing Wage Rates.

Buy America:

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. See Special Provision 1-06 for additional information.

Disadvantaged Business Enterprise (DBE) Condition of Award (COA) Goal:

WSDOT has established a mandatory DBE COA Goal for this Contract in the amount of 17 percent.

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 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 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, national origin, or sex in consideration for an award.

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. Commercial General Liability of \$3,000,000 single limit and \$5,000,000 aggregate, Automobile Liability of \$1,000,000 covering all owned, non-owned, hired, and leased vehicles, Excess or Umbrella Liability of \$3,000,000 single and annual aggregate, Pollution Liability of \$2,000,000 single and annual aggregate, Professional Liability insurance of \$2,000,000 single and annual aggregate, and if using Unmanned Aerial Systems, Aviation Liability of \$1,000,000 single and \$2,000,000 aggregate. Aviation Liability coverage may also be provided by endorsement to the Contractor's Commercial General Liability Insurance policy

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.ci.camasa.wa.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.

Public Records Act:

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.

Jennifer Gorsuch, City Clerk