

INVITATION TO BID

Notice to Bidders: Bids will be received by the South Whidbey Parks and Recreation District (SWPRD), at 5475 Maxwellton Road, Langley WA. 98260, for the following project:

2024-01 Asphalt Bid

Pre-Bid Showing:

- Friday, June 7th at 10:00am PDT at the South Whidbey Parks and Recreation District Sports Complex
- Please call by Wednesday, June 5th by 5:00pm to confirm attendance, 360.221.6488.

Bids Due:

Wednesday, June 12, 2024, no later than 2:00 pm PDT at which time all bids will be publicly opened, and the total amounts of the bids publicly read. Bid received after 2:00 pm will not be opened and will be returned.

Staff will review the bids and notify the awarded bid no later than Friday, June 14, 2024. If the Executive Director believes that the South Whidbey Parks and Recreation District Board may want to review bids and make a final decision, an official decision could be postponed until the regular board meeting, July 17, 2024. If necessary, the board would decide at its June 19, 2024, meeting whether this delay is required.

Project location:

South Whidbey Parks and Recreation District Sports Complex
5598 Langley Road
Langley, WA. 98260

Bids to be delivered to:

South Whidbey Parks and Recreation District Office
5475 Maxwellton Road
Langley, WA 98260
(360) 221-5484

1. Scope of Work

Scheduling of work: work is to be completed so as to minimize the amount of time vehicle access to the Sports Complex is closed. Work is to be performed as much as is practical - outside of the regular seasons for activities in the park. Strong preference that the work be done in August 2024 or at an agreed upon date to minimize impact on the park. Please contact the District office for a schedule.

Base Bid: Overlay the main parking lot at the Sports Complex ~42,000 sq. ft., Overlay the entrance to the Sports Complex from the gate to Langley Road ~1700 sq. ft.

Alternate Bid 1: Alternate bid - New asphalt located at the Maintenance Building for parking, at full 2" compacted depth--7000 sq. ft.

2. Submission of Proposal

Bidders are required to make their bids on the Bid Proposal form provided by the South Whidbey Parks and Recreation District and return it along with the Non-Collusion Affidavit. Bidders are required to provide evidence of successful completion of similar projects.

3. Bidder Responsibility Criteria

It is the intent of the District to award a contract to the lowest responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the District to submit documentation demonstrating compliance with the criteria. The bidder must:

- (a) Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- (b) Have a current Washington Unified Business Identifier (UBI) number;
- (c) If applicable:
 - i. Have Industrial Insurance coverage (workers' compensation) coverage for the bidder's employees working in Washington as required in Title 51 RCW;
 - ii. Have an employment security department number as required in Title 50 RCW; and
 - iii. Have a Washington Department of Revenue state excise tax registration number as required in Title 82 RCW;
- (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

The 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.

4. Signature

A bid by a corporation or company shall include the printed name of the corporation or company, the printed name and title and the signature of the President, Secretary, or other officer authorized to bind the corporation or company. An impression of the corporate seal must appear on bids submitted by the corporation. A bid by a firm shall include the printed firm name and member or agent name. Any person signing the proposal as an agent for another or others must also file legal evidence of his authority to do so. The business mailing address and telephone number must be provided.

5. Bid Results

Bid results shall be emailed to each bidder on Friday, June 14, 2024, unless the South Whidbey Parks and Recreation District Board chooses to review them at the June 19, 2024 board meeting. If in the opinion of the District all bids are unsatisfactory, they may reject all of them and re-advertise or postpone the project.

6. Non-Collusion Affidavit

Proposals must be prepared without the assistance of any officer or other person employed by or connected in any manner with the South Whidbey Parks and Recreation District. The signed and notarized Non-Collusion Affidavit must be returned with the Bid Proposal. The Park District has one or more notary public(s) on staff that can notarize documents upon reasonable request.

7. Examination of Site & Conditions

The contractor, by filing a bid, acknowledges that he has examined or has had the opportunity but knowingly declined to examine, the premises and site and to have satisfied himself as to the facilities and difficulties attending the execution of the proposed contract (including local conditions, uncertainty of weather and all other contingencies) before the delivery of his proposal, and no allowance shall be subsequently made on behalf of the Contractor by reason of any error or neglect on his part.

8. Withdrawal of Proposal

Proposals may only be withdrawn by written and signed request and only if such request is received prior to the opening of the bids. No bid will be received or considered after the time set for the opening of the bids.

9. Performance Bond and Labor & Material Payment Bonds

A Performance and Payment (P/P) Bond, per RCW 39.08.010, is to be provided to the Park District for the performance of the contract and otherwise conditioned as required by law, with sureties satisfactory to the Commission, in amounts equal to the contract price.

If the contract price is less than \$35,000, the contractor may wish to exercise his/her option under RCW 39.07.010(3) to allow the District to, in lieu of the P/P bond, retain fifty percent of the contract amount for a period of thirty days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

The bidder shall require the attorney-of-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of this power-of attorney indicating the monetary limit of such power.

10. Execution of Contract

The successful bidder must sign and return the Agreement and furnish the Performance and Payment Bond, and Certificate of Insurance within fourteen (14) days from the Notice of Award date. Failure to do so will result in the forfeiture of all rights of said bidder with regard to this project will be annulled to the extent allowed by law. The Contract is executed once all the documents listed in this section are furnished within the timeline specified and the South Whidbey Parks and Recreation District Director then signs and dates the Agreement. An Intent to Pay Prevailing Wages approved by the Department of Labor and Industries will be required before any payment can be made on the contract.

11. Indemnification/Hold Harmless & Insurance

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the District, 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 District.

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 District, 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

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.

12. Prevailing Wage

It is the sole responsibility of the Contractor to assign the appropriate classifications to all laborers, workmen or mechanics that will perform any work pursuant to any Public Works Contract and to ascertain the applicable prevailing wage rates and fringe benefits for each such classification.

Current prevailing wage data for Island County can be obtained by the Contractor from the Industrial Statistician of the Department of Labor and Industries, Prevailing Wage Office, P.O. Box 44540, Olympia, Washington 98504-4540, (360) 902-5335, or on their website at

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

13. Bidding Documents

Bidding Documents are attached to this invitation to bid. Bona fide bidders must use these documents to submit their bid.

14. Rejection of Bids:

The District will have the right to reject any and all bids and in particular to reject a bid received after the deadline or a bid in any way incomplete or nonresponsive to the bid package. The District further reserves the right to accept that proposal which is to the best interest of the South Whidbey Parks and Recreation District.

15. Appeal Process:

There is no appeal process for bids determined to be non-responsive (bid does not respond to all the required elements in this bid package solicitation). If the District determines that the apparent low bidder does not meet bidder responsibility criteria in paragraph 4 above and is therefore not a responsible bidder, the District shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the District's determination by presenting additional information to the District. The District will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the District will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

Dated this Monday, May 13, 2024

Brian Tomisser
Director
South Whidbey Parks and Recreation District
Office: (360) 221-6488
Email: director@swparks.org

Bid Form 1-Company Information

Company Name: _____

Washington UBI Number _____

Employment Security Department # _____

Industrial Insurance # _____

Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Bid Form 2-Bid Form

All bids include all charges to complete the work described in accordance with the specifications in the Invitation to bid documents.

Base Bid:

Description	Bid
Overlay the main parking lot at the Sports Complex ~42,000 sq. ft., Overlay the entrance to the Sports Complex from the gate to Langley Road ~1700 sq. ft.	

Alternate Bid 1:

Description	Bid
Alternate bid - New asphalt located at the Maintenance Building for parking, at full 2" compacted depth--~7000 sq. ft.	

Respectfully Submitted,

Company: _____

Name: _____

Title: _____

Signature: _____ **Date:** _____

Bid Form 3-Client References

Client References #1

Reference Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Scope of Services Provided

Client References #2

Reference Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Scope of Services Provided

Client References #3

Reference Name: _____

Contact Name: _____

Title: _____

Phone Number: _____

Scope of Services Provided

Bid Form 4-Non Collusion Certificate

STATE OF) _____

COUNTY OF) _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the South Whidbey Parks and Recreation District for consideration in the award of a contract on the improvement described as follows:

2024-01 Asphalt Bid for the South Whidbey Parks and Recreation District

(Name of Firm)

By: (Authorized Signature)

(Title)

Sworn to before me this _____ day of _____ 20__.

Notary Public

CORPORATE SEAL: