

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Construction Contract with Blue Mountain Construction Group, LLC in the Amount of \$750,000 for the Annual Stormwater Repair, Replacement, and Shoulder Improvements Contract
<b>DEPARTMENT:</b>	Public Works
<b>PRESENTED BY:</b>	John Featherstone, Surface Water Utilities Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The 2018 Surface Water Master Plan defines multiple programs in support of maintaining and improving City-owned stormwater and related infrastructure identified through the Utility's inspection programs and customer service requests. Funding was allocated within the Surface Water Management Operations Maintenance and Repairs budget object for contracts which support the objectives of these programs.

Between July 15, 2021, and August 10, 2021, the City solicited contractors to bid on Contract #10050, the Annual Stormwater Repair, Replacement, and Shoulder Improvement contract. The engineer's estimate for the contract bid items was \$345,025. The bid from Blue Mountain Construction Group, LLC in the amount of \$333,608 was the lowest responsive and responsible bid. As a unit bid contract, the contract bid amounts were based upon potential bid items quantities of work within a given year. It is not anticipated that all bid items quantities will be performed annually, rather it will be based on the City's priority needs. The contract amount is based on the available program budgets, rather than the contractor bid total, with an approximate annual budget of \$250,000 per year and a contract duration of three years leading to a contract amount of \$750,000. Work is anticipated to start in fall of 2021 and continue annually through the summer of 2024.

Staff is requesting that Council authorize the City Manager to execute a contract with Blue Mountain Construction Group, LLC, for the Annual Stormwater Repair, Replacement, and Shoulder Improvements Contract in an amount to not exceed \$750,000 through 2024.

**RESOURCE/FINANCIAL IMPACT:**

This contract is fully funded by City's Surface Water Management Utility fund. Below is a breakdown of the budget for the Annual Stormwater Repairs, Replacement, and Shoulder Improvements contract.

**Contract Expenditures:**

**Construction:**

Staff and other Direct Expenses	\$ 30,000
<u>Construction Contract</u>	<u>\$ 750,000</u>
<b>Total Contract Expenditures</b>	<b>\$ 780,000</b>

**Contract Revenue:**

**Surface Water Operations:**

*Salaries	\$ 30,000
<u>**SWM Operations Fund Repairs and Maintenance</u>	<u>\$750,000</u>
<b>Total Contract Revenue</b>	<b>\$780,000</b>

\* Staff costs are included within the Salary budget object for Surface Water Management Utility Fund.

\*\* Includes projected 2023-2024 Repairs and Maintenance budget.

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract with Blue Mountain Construction Group, LLC, in the amount of \$750,000 for the Annual Stormwater Repair, Replacement, and Shoulder Improvements contract.

Approved By:           City Manager **DT**   City Attorney **MK**

## **BACKGROUND**

The *2018 Surface Water Master Plan* designated multiple maintenance programs within Surface Water Utility (Utility) Operations to maintain and improve stormwater infrastructure throughout the City. The Catch Basin Repair and Replacement Program is an annual program to maintain catch basins that have failed inspection and need repair or replacement to comply with the City's National Pollution Discharge Elimination System (NPDES) State Permit. The Stormwater Pipe Replacement and Repair Program was established to maintain aging pipe infrastructure inspected and diagnosed by the Condition Assessment Program. The Small Repairs Program is an on-going program to address drainage issues that may be a result improperly functioning or a lack of infrastructure in the area, which can include addressing road shoulder drainage issues.

The Utility annually inspects stormwater infrastructure to meet its NPDES Permit requirements and to protect the public from stormwater flooding. The NPDES Permit requires that we maintain failing catch basins within six (6) months of inspection or within one (1) year for all other infrastructure types that serve a flow control or water quality purpose. The City previously had a similar unit-based contract to complete catch basin repairs and replacements when City maintenance crews were unable to complete due to resources.

In addition to our NPDES required inspections, pipes and roadway ditches are inspected on scheduled cycles to proactively address failing infrastructure needs and reduce the risk of flooding and other drainage issues. Every year, pipes and ditches are identified that need to be repaired, replaced, or improved. Roadway shoulders can degrade over time, which leave them susceptible to erosion and potholes caused by surface water runoff.

The Surface Water Utility is seeking a contractor to repair and improve stormwater and related infrastructure funded by these programs. The work in this contract will focus on these small-scale repairs, replacements, and improvements to the City's stormwater infrastructure and provide shoulder improvements that have been identified through our inspection programs and customer requests to the City.

## **DISCUSSION**

Surface Water Utility programs address on-going stormwater infrastructure repairs, replacements, and improvements to maintain proper function. The unit bid contract was initiated to address small-scale construction outside the scope of CIP projects and for infrastructure failures in need of a near-term repair.

City infrastructure maintained as part of this work will include stormwater pipes, ditches, and catch basins, and roadway improvements such as asphalt berms, thickened edges, and shoulder erosion repair and grading.

The contract amount is to not exceed \$750,000 over three (3) years with an option for a fourth year. Work orders will be assigned to the contractor as needed, but at a minimum of once per year. The contractor will have 120 working days to complete the work from the City's 'Notice to Proceed' for each set of work orders assigned.

**Contract Bid Process – Bid#10050**

Between July 15, 2021 and August 10, 2021, the City solicited for contractors to construct the work under Bid# 10050 as noted above. Bids were opened on August 10, 2021, and four (4) bids were received. Blue Mountain Construction Group, LLC, was the low bidder with a bid of \$333,608 (Attachment A). The other bid proposals were \$377,039.50; \$487,635; and \$783,012.

City staff determined that the bid from Blue Mountain Construction Group, LLC, is responsive and has met the requirements of the bid. This was verified by:

- Evaluation of the bid through the creation of bid tabulations, and
- Verification that the contractor is properly licensed in Washington and has not been barred from contracting on federal- and state-funded projects, and
- Verification that the contractor met the City-required supplemental criteria.

The engineer’s estimate for the cumulative bid item schedules was \$345,025. Construction is anticipated to start in November 2021.

**COUNCIL GOAL(S) ADDRESSED**

This project addresses Council Goal #2: Continue to deliver highly valued public services through management of the City’s infrastructure and stewardship of the natural environment. This project will meet this goal by repairing, replacing, and improving stormwater and related infrastructure throughout the City.

**RESOURCE/FINANCIAL IMPACT**

This project is fully funded by City’s Surface Water Utility fund. Below is a breakdown of the budget for the Annual Stormwater Repairs, Replacement, and Shoulder Improvements contract.

**Contract Expenditures:**

**Construction:**

Staff and other Direct Expenses	\$ 30,000
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## **RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to execute a contract with Blue Mountain Construction Group, LLC in the amount of \$750,000 for the Annual Stormwater Repair, Replacement, and Shoulder Improvements contract.

## **ATTACHMENTS**

Attachment A: City of Shoreline Bid Invitation and Blue Mount Construction Group Bid Proposal Sheet

# Attachment A

## CITY OF SHORELINE UNIT PRICED CONTRACT INVITATION TO BID

**PROJECT TITLE: ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER  
IMPROVEMENTS  
BID 10050**

**BID DUE DATE: No later than August 10, 2:00 PM, Pacific Local Time Exactly**

### **I. CALL FOR BID**

Notice is hereby given that sealed bids will be received by Shoreline City Clerk's Office at the Shoreline City Hall, 17500 Midvale Avenue North, Shoreline, Washington 98133-4905. Bids are due no later than **2:00 PM**, Pacific Local Time, according to the clock in the City Clerk's office, **August 10, 2021**, at which time the bids will be opened and publicly read.

The City of Shoreline seeks a Contractor to furnish all labor, materials, and equipment necessary to meet the business and operational needs of the City for the category of work referenced above. The work shall include, but is not limited to annual stormwater repair and replacement of stormwater infrastructure including catch basins and drainage pipes, and shoulder improvements to roadway ditches, gravel shoulders, berms, and thickened edges.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions.

#### **Estimated Annual Contract Value**

\$250,000, annually

No site visit is planned for this project.

#### **Term**

The initial term of this contract shall be three years with the City having the option to renew for one additional year and shall not exceed \$750,000 including Washington State sales tax, whichever occurs first.

#### **Bid Documents**

Plans, specifications, addenda, and the bidders (plan holder) list for this project may be viewed or ordered on-line from Builder's Exchange at <http://www.bxwa.com>. To access on-line, click on "bxwa.com", "Posted Projects", "Public Works", "City of Shoreline", and "Project Bidding". Bidders must register with Builder's Exchange to be notified of addendum and new documents on this project. It is the Bidder's responsibility to check for addenda and other new documents on-line.

Each bid shall be accompanied with a certified check, cashier's check, or surety company bid bond, on a form acceptable to the City, from State-licensed Surety Company as surety, in an amount not less than 5% of bid amount, payable to City of Shoreline

Proposals are to be submitted only on the forms provided in these Contract Provisions. Incomplete proposals and proposals received after the time fixed for the opening will not be accepted or considered. Faxed responses are not acceptable. Substitutions will not be accepted during the bid process. All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor on the list of parties excluded from Federal procurement or non-procurement programs.

Bids may not be withdrawn after bid opening.

The City expressly reserves the right to cancel the invitation to bid prior to the submittal deadline, reject any or all bids, and the right to waive any informalities or irregularities and to further award the Project to the lowest, responsive, responsible bidder as it best serves the interest of the City.

The City of Shoreline, 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.

## II. INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

- 1. Standard Specifications:** Bidding shall be in strict accordance with the 2021 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (hereafter, "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall obtain these publications at the Bidder's own expense. The Washington State Department of Transportation (WSDOT) Standard Specifications will apply to this contract. These can be found at <http://www.wsdot.wa.gov/publications/manuals/> (click on "Standard Specification").
- 2. Bid Form:** No bid shall be considered except those submitted on the Bid Proposal forms included with the Contract Provisions. Substitutions will not be accepted during the bid process.
- 3. Interpretation of Contract Documents:** No oral interpretations will be made to any Bidder as to the meaning of the bid or contract documents; and any oral communication is not binding upon the City of Shoreline. Requests for an interpretation or questions in regard to this project must be directed via email to Daniel Sinkovich at [dsinkovich@shorelinewa.gov](mailto:dsinkovich@shorelinewa.gov). Questions via phone will not be accepted. Bidders shall submit questions no later than 5:00 PM, July 27, 2021, Pacific local time. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents. Addendums will be posted on the Builder's Exchange website. All addenda shall become part of the bid specifications. Where a response or addendum from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents (such as manufacturer's instructions, reference standards, and regulatory agencies and codes), Bidders shall assume the more stringent requirements and verify with the City before beginning work.
- 4. Addenda:** No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Shoreline link on the Builder's Exchange website, for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond, if required, shall be released for failure to consider Addenda.

5. **Signature:** Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnership must be signed by one of the managing partners, followed by the partner's printed name. Bids by corporations must be signed by an officer having authority to sign, followed by the officer's printed name and position.
6. **Non-Collusion:** By bid signature the Bidder certifies that the Bid is non-collusive, and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing.
7. **Gifts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Bidder shall not give a gift of any kind to City employees or officials at any time, even after award of a contract.
8. **Submission of Bids:** To receive consideration, bids must be submitted prior to the specified time for opening, in a sealed envelope, clearly marked with company name, address, telephone number, bid number, title of bid, and time of opening to the City of Shoreline, City Clerk's Office. Bidders assume the risk for the method of delivery chosen. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the City of Shoreline after the stated time and date for the bid closing will not be accepted or considered.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under RCW 42.56.270(1). This designation will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening at the time and date specified. Bid results may be viewed on-line at the City of Shoreline link on Builder's Exchange website: <http://www.bxwa.com> and also at the City of Shoreline website: <http://www.shorelinewa.gov/> - Bids & RFPs.

9. **Withdrawal of Bids:** Any Bidder may withdraw their Bid, either personally or by written request, at any time prior to the time set for the Bid submittal deadline.
10. **Bid Price:** The bid price shall include everything necessary to perform and complete each work order/project, including, but not limited to, furnishing all materials, equipment, tools, plant, and other facilities and all management, superintendent's labor and service. The bid shall remain in effect for sixty (60) calendar days after the bid opening. In the event of a discrepancy between the unit price and the total price for any Bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all Bid items included on the Bid Proposal, the total Bid price will be corrected. If tax is calculated improperly, the City shall utilize the correct tax rate and correct the total Bid.
11. **Prevailing Wages:** This project is a Public Work as defined in RCW 39.04.010. The Awarded Contractor shall comply with all state laws relating to employment and wages. The hourly wages to be paid laborers, workers, or mechanics shall not be less than the prevailing rates for an hour's work in the same trade or occupation in King County. The State of Washington prevailing wage rates applicable for this public works project may be found at the following website address of the Department of Labor and Industries, and is made part of this contract: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>. The applicable effective date for prevailing wages for this project is the bid submittal date. A copy of the applicable prevailing



wage rates are also available for viewing at the offices of the City, located at 17500 Midvale AVE N, Shoreline, WA 98133-4905. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

The cost of filing Prevailing Wage forms with the State Department of Labor and Industries shall be at no additional cost to the City.

No payment will be made on this contract until the contractor and each and every subcontractor has submitted a 'Statement of Intent to Pay Prevailing Wages' that has been approved by the Department of Labor and Industries. No final payment or release of any retainage will be made until the contractor and each and every subcontractor has submitted an 'Affidavit of Wages Paid' following L&I filing requirements, and that has been approved by the Department of Labor and Industries.

Contractor is responsible for filing forms pursuant to L&I requirements. At time of bid these requirements were known to be as follows:  
Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

The City shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Awarded Contractor annually. In order to calculate the change in prevailing wages due to the Awarded Contractor, the Awarded Contractor shall provide to the City a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages (hourly wage rates and fringe benefits).

12. **Estimated Quantities:** The unit quantities shown in the bid submittal sheet are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices by Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed in accordance with the Contract requirements.
13. **Examination of Site and Contract Documents:** The submission of a bid shall constitute an acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Provisions, including addenda, work site identified in such documents, and all applicable statutes, regulations, ordinances, and resolutions dealing with or related to the work and services to be provided herein. The failure or neglect of a bidder to examine such documents, work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the bidder from any contract obligations. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Provisions, work site(s), statutes, regulations, ordinances, or resolutions.
14. **Contract Bond:** A contract bond equal to 25% of the amount of the total contract value, including sales tax is required.

As required, the Awarded Contractor shall furnish an approved Contract Bond, on the forms enclosed herein. The Contract Bond shall be in force through the term of the contract including any extensions until final completion and acceptance by the City, and also for such period following acceptance by the City which the law allows liens to be filed. After the date of final completion and any lien period, the Contract Bond will be released once all required releases have been received by the applicable state agencies. All contract bonds shall be furnished by a corporate surety company authorized to do

business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570 and be a company acceptable to the City.

15. **Indemnification/Hold Harmless:** The Awarded Contractor shall defend, indemnify and hold the City and its officers, agents, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, costs, and expenses arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the City.

This Agreement is subject to RCW 4.24.115. 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 the contract.

16. **Insurance:** The Awarded Contractor shall obtain and keep in force during the term of the contract and until 30 days after the physical completion date, unless otherwise indicated below, the following insurance with insurance companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. The insurance provided must be with an insurance company with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the State of Washington. The Awarded Contractor shall provide the City with written notice of any policy changes, cancellations, or reduction in coverage within two (2) business days of the receipt of such notice. Exceptions to form must be approved by the City's Risk Manager. **The City's contract number must be referenced on the insurance forms(s).**

- A. **Commercial General Liability Insurance** shall be written with limits of liability of no less than \$2,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate, and shall include:
1. Premises & Operations;
  2. Owners and Contractors Protective;
  3. Products Liability, including completed Operations Coverage for one (1) year;
  4. Contractual Liability;
  5. Broad Form Property Damage;
  6. Commercial Form (to include Bodily Injury);
  7. Employees as Additional Insured;
  8. Explosion, Collapse & Underground Hazard;
  9. Independent Contractors;
  10. Personal Injury;
  11. Stop Gap;
  12. Cross Liability Clause.
- B. **Automobile Liability** shall be written with \$1,000,000 Combined Single Limit.
- C. **Builder's Risk Liability Insurance** is required for all contracts that require new construction, for the full value of the structure, and with no more than \$10,000 deductible.

- D. Additional Named Insured Endorsement shall include the City of Shoreline as Additional Named Insured. A Certificate of Insurance including the Additional Named Insured Endorsement shall be filed with the City after award, but prior to execution of the contract.
- E. The Certificate of Insurance (ACCORD Form 2009/09) cancellation clause shall be revised to read as indicated below. Exceptions to this requirement must be approved by the City.

Insurance shall be written on an occurrence and not a claims made basis, and shall be primary to any other insurance or risk pool coverage of the City.

Failure of the Awarded Contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of Contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from operations under this Contract.

- 17. **Taxes:** Taxes are to be paid by the City as indicated on the Bid Proposal Sheet. Where no line item is provided for Washington State Sales Tax, Rule 171 (WAC 458-20-171) applies.
- 18. **Business License:** As mandated by SMC 5.05.030, if awarded the contract, the Awarded Contractor shall obtain a City of Shoreline business license prior to the execution of the contract and shall maintain the business license in good standing throughout the term of the contract.
- 19. **Low Responsible Bidder:** It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

**A. State Responsibility Criteria.** The Bidder must meet the following state responsibility criteria as set forth in RCW 39.04.350:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) If applicable:
  - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW;
  - b) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - c) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
- 4) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3),
- 5) Have received training from the Washington State Department of Labor & Industries or a training provider approved by the Department on the requirements related to public works and prevailing wage under chapter 39.04 RCW and chapter 39.12 RCW unless the bidder has completed three or more public works projects and has had a valid business license in Washington for three or more years, and
- 6) Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment

entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

**B. Supplemental Bidder Responsibility Criteria.** If supplemental criteria apply to this project, the criteria are included in “Attachment A.” The Bidder may make a written request for the City to modify any or all of the supplemental criteria. Modification of supplemental criteria shall be the City’s discretion. Any modifications to the supplemental criteria shall be made by addenda prior to bid opening as set forth in Section 4.

**20. Subcontractor Responsibility:** The Awarded Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. At the time of subcontract execution, the Awarded Contractor shall verify that each of its first-tier subcontractors meets the following bidder responsibility criteria:

- A.** At the time of bid submittal, have a current certification of registration in compliance with chapter 18.27 RCW.
- B.** Have a current Washington State Unified Business Identifier (UBI) number.
- C.** Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- D.** If applicable:
  - 1) Have Industrial Insurance (workers’ compensation) coverage for the Bidder’s employees working in Washington State, as required in Title 51 RCW;
  - 2) Have a Washington State Employment Security Department number, as required in Title 50 RCW; and
  - 3) Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW
- E.** Have an electrical contractor license, if required by Chapter 19.28 RCW;
- F.** Have an elevator contractor license, if required by Chapter 70.87 RCW;
- G.** Not be disqualified from bidder on any public works contract under RCW 39.06.010 or 39.12.065(3).

**21. Non-Responsive Bids:** Any documents supplementing or deviating from the expressed requirements of the Invitation to Bid and the other Bid documents may result in the rejection of Bid as non-responsive.

**22. Bid Errors:** Except for automatic corrections that must be made by the City under Section II-8, a Bidder who wishes to claim error after the Bids have been opened and tabulated shall submit a notarized affidavit signed by the Bidder, accompanied by original worksheets used in preparation of the Bid, requesting relief from the Award. The affidavit shall describe the specific error(s) and certify that the worksheets are the originals used in the preparation of the Bid.

The affidavit and worksheets must be received by the City before 5:00 PM Pacific local time on the next business day following the day of the Bid opening or the claim of error will not be considered. The City will review the certified worksheets to determine the validity of the claimed error. If the claim of error is allowable under applicable law, the Bidder will be relieved of responsibility, and the Bid Deposit of the Bidder claiming error will be returned. Thereafter, at the discretion of the City, all Bids may be rejected or an award made to the next lowest responsive, 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 a second or subsequent call for bids is made for the project.

23. **Bid Protest:** Any Bidder may file a written protest against award of the contract to the lowest bidder within two full business days of bid opening. A protest submittal shall be delivered to the City of Shoreline, City Clerk, 17500 Midvale Ave N, Shoreline, WA 98133-4905, phone (206) 801-2700 with the words “Bid Protest” prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; and 2) the protesting bidder's contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest; and 4) the City bid number and title.

If the City intends to award the contract to other than the low bidder, a notice of intent to award shall be sent to all bidders. Any Bidder other than the selected bidder may protest the award using the procedure outlined above within five (5) business days of mailing the notice or two (2) business days of actual receipt by electronic facsimile or personal delivery.

No contract shall be executed earlier than two (2) business days (excluding holidays and weekends) from the date a written protest is received.

24. **Award of Contract:** The City reserves the right to reject any or all bids, to accept the bid of the lowest responsive, responsible bidder, to call for new bids, or waive any informalities in the bidding. Upon award of the contract, the successful Bidder will receive a Notice of Award and Contract Documents. The awarded Bidder (Contractor) must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.
25. **Notice to Proceed:** The Awarded Contractor shall not commence work until a Notice to Proceed for each task/project has been issued by the City. An initial Notice to Proceed will be given after the Contractor has submitted a completed W-9 form and after the contract has been executed by the City and the Contractor, and where applicable, by any State or Federal agencies responsible for funding any portion of the Project. The time allowed for Physical Completion of the work shall begin as of the date specified in the Notice to Proceed, or if no date is specified, the next working day following the date of the Notice to Proceed.
26. **Work Orders:** The work shall be assigned by the City through work orders.
27. **Request to Subcontract Work:** The Awarded Contractor shall complete and submit to the City a Request to Subcontract Work form three (3) working days prior to a subcontractor performing the work. No more than fifty percent (50%) of the work performed under this contract may be performed by subcontractors.
28. **Assignment:** The Awarded contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City, which consent will not be unreasonably withheld. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.
29. **Payment:** The Awarded Contractor shall be paid, upon submission of a proper itemized invoice, the prices stipulated herein for work performed (less deductions, if any), in accordance with all payment and retainage instructions herein. Submitted invoices must contain the following minimum information

- A. Contract Number
- B. Work Order number
- C. Bid item number, bid quantity, unit, unit price and description as appropriate
- D. Sales Tax as applicable

The Payment Request will be reviewed by the City before payment is made. If the City is in disagreement with the Payment Request, the City shall file a notice of dispute. Contractor shall be paid or a notice of dispute sent within thirty (30) days after the Payment Request is received by the City.

In accordance with RCW 51.12.050, the City reserves the right to deduct from the payment any outstanding industrial insurance premiums owed by the Contractor or Subcontractors.

30. **Retainage:** RCW 60.28.011 states that public improvement contracts shall provide, and public bodies shall reserve, contract retainage not to exceed five (5) percent of the moneys earned by the Awarded Contractor as a trust fund for the protection and payment of claims and taxes.

For projects with retainage requirements, the Awarded Contractor will complete and furnish to the City a Retainage Instruction form. Retained funds are held until released by the City upon compliance with all other City, State and Federal requirements. The City shall not release retainage until it has received releases from the State Department of Revenue, Employment Security, the State Department of Labor & Industries, any liens, and receipt of approved Affidavits of Wages paid for the Contractor and each and every subcontractor.

The City will issue payment on the retainage amount forty-five days after the City has accepted the contract as complete **or** upon receipt of all necessary releases, whichever is later.

31. **Applicable Law and Forum:** The Awarded Contractor shall comply with all federal, state and local laws, rules, regulations applicable to its performance. The Contract shall be governed by and construed according to the laws of the State of Washington. Any suit arising from here shall be brought in King County Superior Court.

**BID PROPOSAL SHEET (Page 1 of 10)**

**ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS**

**BID 10050**

**BID DUE No Later than August 10, 2021, 2:00 PM, EXACTLY, PACIFIC LOCAL TIME**

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

**SCHEDULE:** All work shall be completed within 120 working days from the annual "Notice to Proceed" date issued by the City of Shoreline. Liquidated damages shall be imposed as specified in the Contract Documents for each day Contractor fails to meet the completion date.

**BID ITEM QUANTITIES:** Bid item quantities are based on the estimated annual project scope of work. Quantities of items will be determined based on the actual work performed and will vary on an annual basis.

**BID AWARD:** Determination of low bidder will be made on the basis of the 'Total Base Bid Price'. The below signed bidder acknowledges that bids must be submitted for the base bid and additive items. Partial bids will not be considered.

**COMPANY NAME** Blue Mountain Construction Group, LLC

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## BID PROPOSAL SHEET (Page 2 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS Bid 10050

#### BASE BID ITEMS (SCHEDULE A - CATCH BASIN REPAIR AND REPLACEMENT)

Item No.	Section	Item Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)	
A1	1-07	SPCC Plan	1	LS	\$1,411.00	\$1,411.00	
A2	1-07	SWPPP (including Erosion and Water Pollution Control)	1	EA	\$1,411.00	\$1,411.00	
A3	1-09	Mobilization	10	EA	10% of Project Location Cost <b>(DO NOT BID)</b>	10% of Project Location Cost <b>(DO NOT BID)</b>	
A4	1-10	Flaggers	32	HR	\$75.00	\$2,400.00	
A5	1-10	Other Traffic Control Labor	20	HR	\$80.00	\$1,600.00	
A6	1-10	Sequential Arrow Sign	16	HR	\$8.00	\$128.00	
A7	2-02	Sawcutting	180	LF	\$5.00	\$900.00	
A8	2-09	Structure Excavation Class B incl. haul	65	CY	\$135.00	\$8,775.00	
A9	2-09	Shoring or Extra Excavation Class B	512	SF	\$3.00	\$1,536.00	
A10	2-09	Vacuum Excavation incl. haul	10	HR	\$250.00	\$2,500.00	
A11	5-04	HMA Cl. 1/2 in. PG 58-22	15	TON	\$209.00	\$3,135.00	
A12	5-04	Asphalt berm	20	LF	\$45.00	\$900.00	
A13	7-05	Catch Basin Type 1	5	EA	\$2,879.00	\$14,395.00	
A14	7-05	Catch Basin Type 1L	2	EA	\$2,878.00	\$5,756.00	
A15	7-05	Catch Basin Type 2 48 In. Diam.	1	EA	\$5,064.00	\$5,064.00	
A16	7-05	Catch Basin Type 2 Additional Height	8	LF	\$1,063.00	\$8,504.00	
A17	7-05	Concrete Inlet	2	EA	\$2,622.00	\$5,244.00	
A18	7-05	Combination Inlet	2	EA	\$2,657.00	\$5,314.00	
A19	7-05	Precast Concrete Rectangular Adjustment	2"	10	EA	\$321.00	\$3210.00
A20			6"	1	EA	\$399.00	\$399.00

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Provided to Builders Exchange of WA, Inc. For usage Conditions Agreement see [www.bxwa.com](http://www.bxwa.com) - Always Verify Scal



## BID PROPOSAL SHEET (Page 3 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

Item No.	Section	Item Description		Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
A21	7-05	Precast Concrete Rectangular Adjustment	12"	1	EA	\$399.00	\$399.00
A22	7-05	Connection to Existing Storm Sewer, Ductile Iron Romac Coupler or Equivalent	12"	3	EA	\$866.00	\$2,598.00
A23			18"	2	EA	\$1,255.00	\$2,510.00
A24			24"	1	EA	\$1,645.00	\$1,645.00
A25			30"	1	EA	\$2,034.00	\$2,034.00
A25	7-05	Connection to Existing Storm Sewer Strongback Fernco or Equivalent Coupler	12"	5	EA	\$477.00	\$2,385.00
A26			18"	3	EA	\$555.00	\$1,665.00
A27			24"	1	EA	\$866.00	\$866.00
A28			30"	1	EA	\$866.00	\$866.00
A29	7-05	Connection to Existing Storm Sewer, Type K Coupler	12"	5	EA	\$866.00	\$4,330.00
A30			18"	3	EA	\$866.00	\$2,598.00
A31			24"	1	EA	\$866.00	\$866.00
A32			30"	1	EA	\$866.00	\$866.00
A33	7-05	Stormwater Drainage Structure Grouting and Repair		10	HR	\$253.00	\$2,530.00
A34	7-05	Stormwater Drainage Structure Grouting Repair incl. Confined Space Entry		20	HR	\$253.00	\$5,060.00
A35	7-05	Drainage Structure Shear Gate Replacement		8	HR	\$175.00	\$1,400.00
A36	7-21	Temporary Stormwater System Bypass Pumping Plan		10	EA	\$141.00	\$1,410.00
A37	7-21	Temporary Stormwater System Bypass Pumping		2	DAY	\$2,105.00	\$4,210.00
A38	8-01	Inlet Protection		8	EA	\$178.00	\$1,424.00
A39	8-02	Topsoil Type A		2	CY	\$282.00	\$564.00

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## BID PROPOSAL SHEET (Page 4 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

Item No.	Section	Item Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
A40	8-02	Seeding and Fertilizing	3	SY	\$29.00	\$87.00
A41	8-04	Cement Conc. Traffic Curb and Gutter	20	LF	\$50.00	\$1000.00
A42	8-04	Cement Conc. Traffic Curb	30	LF	\$50.00	\$1,500.00
A43	8-06	Cement Con. Driveway Entrances	4	SY	\$250.00	\$1,000.00
A44	8-14	Cement Conc. Sidewalk	2	SY	\$100.00	\$200.00
A45	8-30	Gravel Shoulder Restoration	150	SF	\$2.00	\$300.00

**SCHEDULE A BASE BID: \$ 116,895.00**

*(In Figures)*

One Hundred Sixteen Thousand Eight Hundred Ninety Five and 00/100 Dollars

***(Total Bid to be written in words)***

**COMPANY NAME** Blue Mountain Construction Group, LLC

#### BASE BID ITEMS (SCHEDULE B - PIPE REPLACEMENT (INVERTS LESS THAN 4 FT. DEEP))

Item No.	Section	Bid Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Price (Figures)
B1	1-07	SPCC Plan	1	LS	\$1,411.00	\$1,411.00
B2	1-07	SWPPP (including Erosion and Water Pollution Control)	5	EA	\$1,411.00	\$7,055.00
B3	1-09	Mobilization (per site)	5	EA	10% of Project Location Cost <b>(DO NOT BID)</b>	10% of Project Location Cost <b>(DO NOT BID)</b>
B4	1-10	Other Traffic Control Labor	15	HR	\$80.00	\$1,200.00
B5	1-10	Flaggers	24	HR	\$75.00	\$1,800.00
B6	1-10	Sequential Arrow Sign	8	HR	\$8.00	\$64.00
B7	2-01	Clearing	20	SY	\$86.00	\$1,720.00

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## BID PROPOSAL SHEET (Page 5 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

Item No.	Section	Bid Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Price (Figures)	
B8	2-02	Potholing	8	EA	\$250.00	\$2,000.00	
B9	2-02	Sawcutting	300	LF	\$5.00	\$1,500.00	
B10	2-02	Removal of Pavement, Sidewalks, Curb and Gutter incl. haul	100	SF	\$22.00	\$2,200.00	
B11	2-09	Shoring or Extra Excavation Class B	500	SF	\$3.00	\$1,500.00	
B12	2-09	Vacuum Excavation incl. haul	10	HR	\$250.00	\$2,500.00	
B13	5-04	Asphalt Berm	30	LF	\$47.00	\$1,410.00	
B14	5-04	HMA Cl. 1/2 in. PG 58-22	50	TON	\$230.00	\$11,500.00	
B15	5-04	HMA Cl. 3/8 in. PG 58-22	50	TON	\$230.00	\$11,500.00	
B16	5-06	Planing Bituminous Pavement	67	SY	\$50.00	\$3,350.00	
B17	7-04	Pipe Replacement; Ductile Iron	12"	100	LF	\$231.00	23,100.00
B18			18"	50	LF	\$301.00	\$15,050.00
B19	7-04	Pipe Replacement; Corrugated Polyethylene Storm Sewer Pipe; Type S	12"	100	LF	\$168.00	\$16,800.00
B20			18"	50	LF	\$200.00	\$10,000.00
B21	7-08	Transitional Coupler; Strongback Fernco or equivalent	12"	4	EA	\$477.00	\$1,908.00
B22			18"	2	EA	\$555.00	\$1,110.00
B23	7-08	Transitional Coupler; Type K Coupling	12"	2	EA	\$866.00	\$1,732.00
B24			18"	2	EA	\$866.00	\$1,732.00
B25	7-08	Transitional Coupler; Romac Ductile Iron Coupling or Equivalent	12"	2	EA	\$866.00	\$1,732.00
B26			18"	2	EA	\$1,255.00	\$2,510.00
B27	7-08	Connecting to Existing Storm Structure	12"	2	EA	\$507.00	\$1,014.00
B28	7-08		18"	2	EA	\$507.00	\$1,014.00

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## BID PROPOSAL SHEET (Page 6 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

Item No.	Section	Bid Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Price (Figures)
B29	7-21	Temporary Stormwater System Bypass Pumping Plan	5	EA	\$141.00	\$705.00
B30	7-21	Temporary Stormwater System Bypass Pumping (per site)	2	DAY	\$2,105.00	\$4,210.00
B31	8-01	Inlet Protection	10	EA	\$178.00	\$1,780.00
B32	8-02	Topsoil Type A	5	SY	\$282.00	\$1,410.00
B33	8-02	Seeding and Fertilizing	5	SY	\$29.00	\$145.00
B34	8-02	Sod Installation	5	SY	\$109.00	\$545.00
B35	8-02	Plant Installation	3	EA	\$175.00	\$525.00
B36	8-02	Bark or Woodchip Mulch	5	CY	\$148.00	\$740.00
B37	8-30	Gravel Shoulder Restoration	800	SF	\$2.00	\$1,600.00
B38	8-04	Cement Conc. Traffic Curb and Gutter	50	LF	\$50.00	\$2,500.00
B39	8-04	Cement Conc. Traffic Curb	25	LF	\$50.00	\$1,250.00
B40	8-04	Cement Conc. Sidewalk	4	SY	\$100.00	\$400.00
B41	8-06	Cement Conc. Driveway Entrance	10	SY	\$250.00	\$2,500.00
B42	8-22	Paint Line	100	LF	\$5.00	\$500.00

**SCHEDULE B BASE BID: \$ 147,222.00**

*(In Figures)*

One Hundred Forty Seven Two Hundred Twenty Two and 00/100 Dollars

***(Total Bid to be written in words)***

**COMPANY NAME** Blue Mountain Construction Group, LLC

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## BID PROPOSAL SHEET (Page 7 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

#### BASE BID ITEMS (SCHEDULE C - SHOULDER IMPROVEMENTS)

Item No.	Section	Item Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
C1	1-07	SPCC Plan	1	LS	\$1,411.00	\$1,411.00
C2	1-07	SWPPP (including Erosion and Water Pollution Control)	5	EA	\$1,411.00	\$7,055.00
C3	1-09	Mobilization (per project location)	5	EA	10% of Project Location Cost (DO NOT BID)	10% of Project Location Cost (DO NOT BID)
C4	1-10	Other Traffic Control Labor	10	HR	\$80.00	\$800.00
C5	1-10	Flaggers	64	HR	\$75.00	\$4,800.00
C6	1-10	Sequential Arrow Sign	8	HR	\$8.00	\$64.00
C7	2-01	Clearing	20	SY	\$86.00	\$1,720.00
C8	2-01	Grubbing	20	SY	\$86.00	\$1,720.00
C9	2-03	Roadway Excavation Including Haul	100	CY	\$128.00	\$12,800.00
C10	2-09	Vacuum Excavation Including Haul	10	HR	\$250.00	\$2,500.00
C11	2-02	Potholing	3	EA	\$250.00	\$750.00
C12	4-02	Crushed Surfacing Top Course	50	TON	\$96.00	\$4,800.00
C13	4-02	Gravel Base	10	TON	\$102.00	\$1,020.00
C14	4-02	Crushed Surfacing Base Course	30	TON	\$113.00	\$3,390.00
C15	5-04	HMA Cl. 1/2 in. PG 58-22	10	TON	\$263.00	\$2,630.00
C16	5-04	HMA Cl. 3/8 In. PG 58-22	10	TON	\$263.00	\$2,630.00
C17	5-04	Asphalt Thickened Edge (excluding HMA)	50	LF	\$36.00	\$1,800.00
C18	5-04	Asphalt Berm (excluding HMA)	50	LF	\$36.00	\$1,800.00
C19	7-21	Temporary Stormwater System Bypass Pumping Plan (per site)	5	EA	\$141.00	\$705.00
C20	7-21	Temporary Stormwater System Bypass Pumping (per site)	2	DAY	\$2,105.00	\$4,210.00

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## BID PROPOSAL SHEET (Page 8 of 10)

### ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS BID 10050

Item No.	Section	Item Description	Bid Quantity	Bid Unit	Unit Price (Figures)	Total Amount (Figures)
C21	8-01	Inlet Protection	5	EA	\$178.00	\$890.00
C22	8-01	Biodegradable Erosion Control Blanket	15	SY	\$31.00	\$465.00
C23	8-01	Coir Log	20	LF	\$28.00	\$560.00
C24	8-01	Wattle	20	LF	\$20.00	\$400.00
C25	8-02	Topsoil Type A	10	CY	\$282.00	\$2,820.00
C26	8-02	Plant Installation	20	EA	\$175.00	\$3,500.00
C27	8-02	Seeding and Fertilizing	10	SY	\$29.00	\$290.00
C28	8-02	Sod Installation	5	SY	\$109.00	\$545.00
C29	8-02	Bioretention Soil Mix	10	CY	\$226.00	\$2,260.00
C30	8-02	Compost	3	CY	\$117.00	\$351.00
C31	8-15	Quarry Spalls	3	TON	\$185.00	\$555.00
C32	8-22	Paint Line	50	LF	\$5.00	\$250.00

**SCHEDULE C BASE BID: \$ 69,491.00**

*(In Figures)*

Sixty Nine Thousand Four Hundred Nintey One and 00/100 Dollars

*(Total Bid to be written in words)*

**COMPANY NAME** Blue Mountain Construction Group, LLC

**BID PROPOSAL SHEET (Page 9 of 10)**

**ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS  
 BID 10050**

**SCHEDULE D: FORCE ACCOUNT MARKUP**

Item No.	Section	Labor, Equipment, Materials (Not included in Unit Contract Items)	Actual Cost	Markup* Percentage
D1	1-09	Labor	X	29%
D2	1-09	Equipment	X	21%
D3	1-09	Materials	X	21%

\*Markup Percentage from WSDOT Standard Specification 1-09.6

**TOTAL SCHEDULE A**    \$ 116,895.00  
*(In Figures)*

**TOTAL SCHEDULE B**    \$ 147,222.00  
*(In Figures)*

**TOTAL SCHEDULE C**    \$ 69,491.00  
*(In Figures)*

**TOTAL BASE BID (SCHEDULE A + B + C)**    \$ 333,608.00  
*(In Figures)*

Three Hundred Thirty Three Thousand Six Hundred Eight and 00/100 Dollars  
*(Total Bid to be written in words)*

**COMPANY NAME**    Blue Mountain Construction Group, LLC

**BID PROPOSAL SHEET (Page 10 of 10)**

**ANNUAL STORMWATER REPAIR, REPLACEMENT, AND SHOULDER IMPROVEMENTS  
BID 10050**

- This page of the bid form must be signed.
- Use ink and print legibly.
- Unit prices, when relevant, are mandatory and shall control.
- Initial and date any changes, erasures or cross-outs.
- Initial here JP to verify your Bid considers addenda: 0 through 0

Company Name: Blue Mountain Construction Group, LLC

Company Address: 2335 W Newton St

City/State/Zip: Seattle, WA 98199

Phone: (425) 998-3218 Fax: \_\_\_\_\_

E-Mail: JPanas@BlueMtnCG.com

State of Incorporation or formation of business entity: Washington

Location of Washington Office, if any: Seattle

Print Name of Signatory: Josh Panas

Print Title of Signatory: President of Field Operations

Contractor Signature: Josh Panas

Date: 8/10/2021