

**Asotin County Conservation District
Request for Formal Bids
RFB NO. 2022-03 Asotin Creek PA-06**

**PROJECT TITLE: Asotin Creek PA-06 Fish Habitat Enhancement
BID DUE DATE: February 8, 2023, 4:30 PM PST**

EXPECTED TIME PERIOD FOR CONTRACT: 3/9/2023 to 12/31/2024

Contractor can propose all work to be completed during the 2023 work window which would shorten the time period to 3/9/2023 to 12/31/2023.

CONTRACTOR ELIGIBILITY: This procurement is open to those contractors that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

The Asotin County Conservation District (District) is seeking a contractor for the fish habitat enhancement project planned on Asotin Creek in Asotin County.

DISTRICT is the project sponsor for this project which is on private property. DISTRICT is working with a private consulting firm who developed the design. Consultant engineers will be present for the pre bid meeting and for project construction oversight.

1.1 PURPOSE AND BACKGROUND

A contractor is being sought to construct the designed fish habitat enhancement project that includes installation of engineered log structures, bank stabilization, livestock fence, and two livestock ford crossings.

The project area is under cultural resources review and approval. We expect determination prior to contract award. In the case there is a delay in receiving the determination, the project timeline may be adjusted. The goal is to start actual construction by August 1, 2023.

1.2 OBJECTIVE

The objective of this RFB is to identify a contractor to construct to engineered specifications a salmonid habitat enhancement sponsored by Asotin County Conservation District on Asotin Creek in Asotin County.

1.3 PERIOD OF PERFORMANCE

The period of performance for this request is estimated to be May 1, 2023 to November 30, 2024 with instream construction planned for August 1 to August 28, 2023 and July 15 to September 30, 2024, or shorter as identified in the project implementation schedule as agreed upon by District and the selected contractor as dates are contingent upon environmental compliance and District Board approval and contract development between parties.

The District finds it impractical to calculate the actual cost of delays thus it has adopted the following formula to calculate liquidated damages for failure to complete the physical Work of the Contract Scope of Services on time.

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the District to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula:

$$LD = \frac{C \times 15\%}{T}$$

Where:

- LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

1.4 PRE-BID SITE MEETING & VISITATION

A **pre-bid site meeting and visitation** will be held Wednesday, January 11, 2023, at the project site. We will meet on site at 11:00 am. The project is located on Asotin Creek approximately 6.4 miles west of the town of Asotin at 9899 Asotin Creek Rd. We strongly encourage potential bidders to attend the meeting. The engineers will be onsite to answer questions about the design and project.

1.5 DEFINITIONS

Definitions for the purposes of this RFB include:

- **District.** Asotin County Conservation District (District) that is issuing this RFB.
- **Contractor.** Individual or company whose proposal has been accepted by the DISTRICT and is awarded a fully executed, written contract.
- **Bid.** A formal offer submitted in response to this solicitation.
- **Request for Formal Bid (RFB).** Formal procurement document in which a service for construction is identified.

2. GENERAL INFORMATION FOR CONTRACTORS

2.1 RFB COORDINATOR

The RFB Coordinator is the point of contact in the District for this procurement. All communication between the Contractor and the DISTRICT upon receipt of this RFB shall be with the RFB Coordinator:

Name: Brad Riehle

Address: 1397 Port Drive

City, State, Zip Code: Clarkston, WA 99403

E-Mail Address: rfp@asotincd.org

All communication outside the pre bid meeting will be done in writing and any other communication will be considered unofficial and non-binding on the DISTRICT. Consultants are to rely on written statements issued by the RFB Coordinator.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

- | | |
|--|---------------------------------|
| ○ Issue Request for Bids | December 22, 2022 |
| ○ RFB Questions Accepted | December 22 to January 20, 2023 |
| ○ Pre-bid Project Site Visitation | 11:00 am PST January 11, 2023 |
| ○ Issue Answers to Any Questions | January 27, 2023 |
| ○ Bids due | 4:30 pm PST February 8, 2023 |
| ○ Open Bids and Announce Preliminary Award | 12:00 pm PST February 9, 2023 |
| ○ Bid and Contractor Verifications | Week of February 13, 2023 |
| ○ Contract(s) Acceptance | March 1, 2023 |
| ○ Notification to Unsuccessful Bidders | Est. March 10, 2023 via e-mail |
| ○ Preconstruction Meeting | TBD May 2023 |
| ○ Instream construction work window | July 15 to September 15, 2023 |

The DISTRICT reserves the right to revise the above schedule. Dates are contingent due to Supervisor Board approval and contract development between parties.

2.3 SUBMISSION OF BID

Contractors are required to submit one (1) hard copy and one (1) electronic copy of their bid utilizing the Bid Summary, Exhibit A and all required addendum as stated in the Bid Summary. Bid form **must have original signatures**.

The bid, whether mailed or hand delivered, must be received by the DISTRICT no later than 4:30 p.m. local time in Clarkston, Washington, on February 8, 2023. The bid is to be sent to the RFB Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFB Coordinator, who is the District's point of contact for this procurement.

Contractors mailing bids should allow normal mail delivery time to ensure timely receipt of their bids by the RFB Coordinator. Contractors that hand deliver bids should allow time for traffic congestion. Contractors assume the risk for the method of delivery chosen. The DISTRICT assumes **no** responsibility for delays caused by any delivery service.

Late bids will not be accepted and will be automatically disqualified from further consideration.

The bid must respond to the procurement requirements. The bid must be complete and must stand on its own merits. All bids and any accompanying documentation become the property of the DISTRICT and will not be returned.

2.4 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the District. All bids received shall remain confidential until the contract, if any, resulting from this RFB, is signed by the Board Chairman of the DISTRICT and the apparent successful Contractor; thereafter, the bids shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, Public Records.

Any information in the bid that the Contractors desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Contractors is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word, Confidential, printed on the lower right-hand corner of the page.

The DISTRICT will consider a Contractors request for exemption from disclosure; however, the DISTRICT will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire bid exempt from disclosure will not be honored. The Contractors must be reasonable in designating information as confidential. If any information is marked as proprietary in the bid, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFB Coordinator is required. All requests for information should be directed to the RFB Coordinator.

2.5 REVISIONS TO THE RFB

In the event it becomes necessary to revise any part of this RFB, addenda will be posted on the DISTRICT website. All communication outside the pre bid meeting will be done in writing and any other communication will be considered unofficial and non-binding on the DISTRICT. All questions must be directed in writing to the RFB Coordinator. The RFB will accept questions until January 20, 2023. Questions will be answered in writing for the RFB and provided via email and posted on the DISTRICT website by January 27, 2023. The DISTRICT also reserves the right to cancel or to reissue the RFB in whole or in part, prior to execution of a contract.

2.6 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The established annual procurement participation goals for MBE are 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

2.7 ACCEPTANCE PERIOD

Bidders must provide 30 days for acceptance by DISTRICT from the due date for receipt of bids.

2.8 RESPONSIVENESS

All bids will be reviewed by the RFB Coordinator to determine compliance with administrative requirements and instructions specified in this RFB **especially public work responsibilities, section 3**. Project Engineer will review all bids to determine compliance with all technical specifications. The Contractor is specifically notified that failure to comply with any part of the RFB may result in rejection of the bid as non-responsive.

In addition to bid responsiveness, DISTRICT awards contracts to the lowest responsible bidder, defined in RCW 43.19.1911, as follows:

(9) In determining "lowest responsible bidder", in addition to price, the following elements shall be given consideration:

(a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;

(b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

(c) Whether the bidder can perform the contract within the time specified;

(d) The quality of performance of previous contracts or services;

(e) The previous and existing compliance by the bidder with laws relating to the contract or services;

(f) Such other information as may be secured having a bearing on the decision to award the contract: PROVIDED, That in considering bids for purchase, manufacture, or lease, and in determining the "lowest responsible bidder," whenever there is reason to believe that applying the "life cycle costing" technique to bid evaluation would result in lowest total cost to the state, first consideration shall be given by state purchasing activities to the bid with the lowest life cycle cost which complies with specifications. "Life cycle cost" means the total cost of an item to the state over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner. Nothing in this section shall prohibit any state agency, department, board, commission, committee, or other state-level entity from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

2.9 COSTS TO BID

The DISTRICT will not be liable for any costs incurred by the Contractor in preparation of a Bid submitted in response to this RFB, in conduct of a presentation, or any other activities related to responding to this RFB.

2.10 BID SECURITY

A Bid(s) must be accompanied by Bid security made payable to the Asotin County Conservation District in the amount of 5% of Bidder's maximum Bid price for the project. Bid security must be in the form of a certified or bank check or a Bid Bond (on the form included with the Bid Form Exhibit A) issued by a surety meeting the requirements of the Standard Specifications.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Request for Bids, furnished the required contract performance and payment security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the

Successful Bidder fails to execute and deliver the Request for Bids and furnish the required contract security within 10 days after the Notice of Award, the District may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom District believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

2.11 NO OBLIGATION TO CONTRACT

This RFB does not obligate the DISTRICT to contract for services/materials specified herein.

2.12 REJECTION OF BIDS

The DISTRICT reserves the right at its sole discretion to reject any and all bids received without penalty and not to issue a contract as a result of this RFB.

2.13 COMMITMENT OF FUNDS

The Chairman of the DISTRICT, or his delegate, are the only individuals who may legally commit the DISTRICT to the expenditures of funds for a contract resulting from this RFB. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 PAYMENT

The DISTRICT will utilize check payments in its transactions.

District payments are authorized on a monthly basis if all invoices and documentation are submitted, and project work approved as meeting technical specifications by the Engineer.

- Invoices must be received at the District Office on the first (1st) working day of the month.
- Payment shall be made on the Work actually performed by the Contractor.
- Payments shall be made following all applicable federal and state public work regulations. Retainage of 5% on work performed will be held until released by the Washington State Department of Revenue.
- Payment shall be made within 30 days.

The 100% performance and payment bonds will be held at least 45 days but not more than 60 days following completion of project to required technical specification and all state reporting requirements are met.

3. PUBLIC WORK REQUIREMENTS

This project is a federally funded public works project requiring payment of prevailing wage, either Washington State or Federal, whichever is highest, to all workers. All Washington State Public Work and Federal Davis-Bacon Act regulations apply.

3.1 BIDDER RESPONSIBILITY

Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder will be required by the District to submit documentation demonstrating compliance with the criteria. The bidder must submit the following on the Bid Summary, Exhibit A.

- 1) 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;
- 2) Have a current Washington Unified Business Identifier (UBI) number;
- 3) If applicable:

- a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington 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).

Notice of Award will be issued following verification of Bidder Responsibility (eligibility).

- 5) Provide a description and detail of contract information from two (3) instream projects of similar size and scope that you have constructed (installed).

3.2 AWARD AND EXECUTION OF CONTRACT

Award and Execution of Contract will be completed following verification of Bidder responsibility, receipt of 100% performance and payment bonds and notice of approval by the Washington Department of Labor & Industries Industrial Statistician that Bidder's "Intent to Pay Prevailing/Davis-Bacon Act Wages is approved. A copy of the approved Intent must be given to the Asotin County Conservation District. (Note: Any and all subcontractors will also be required to file Intent to pay Prevailing/Davis-Bacon Act wages and are subject to all requirements and obligations associated with a Public Works and Federal Davis-Bacon Act project).

A Fully Executed Contract is one that is accepted and signed by the Bidder (Contractor) and the District.

3.3 CONTRACT SECURITY AND INSURANCE

The party to whom the Contract is awarded shall be required to execute the agreement and obtain performance and payment bonds and provide the required certificate of insurance prior to contracting. Bond certificates must be received within ten (10) calendar days from the date of the Notice of Award and be able to start work within the timeframe listed in 1.3 Period of Performance. Both the performance and payment bonds must be for 100% of the full contract amount. The payment bond is to cover all labor, materials, subcontractors, and sales taxes. Bond amounts are required to increase with any and all change orders resulting in increased costs thus maintaining coverage at 100% of full contract amount.

3.4 PREVAILING WAGE

Washington State Prevailing and Davis-Bacon Act wage rates apply to this job. The Contractor and all the Contractor's sub-contractors shall be required to comply with all Prevailing and Davis-Bacon Act Wage requirements.

- a) Asotin County Conservation District staff will monitor to see that Intent to Pay Prevailing wage is posted at the job site or where workers have ready access.
- b) Visit at random with worker about the wage they are receiving.
- c) Will require copies of all contractor and sub-contractor certified payroll records.
- d) Upon project completion Affidavit of Wages Paid must be filed with the Washington State Department of Labor & Industries. (NOTE: All contractors including subcontractors must file and receive certification of this affidavit.)
- e) Upon project completion Contractor must obtain and submit to the District the Employment Security Department's certificate of Payment of Contribution, Penalties & Interest on Public Works Contract.

3.5 RETAINAGE

A sum of 5 percent of all monies earned on this project will be withheld as Retainage. A notice of completion of Public Works Contract will be submitted by the District to the Washington State Department of Revenue (DOR) following completion of the work, and Retainage will not be release until authorized by the DOR.

4. BID SUBMITTAL CONTENTS

Bids must be submitted on forms included as part of this RFB.

1. Bid Summary (Exhibit A to this RFB).
2. Project Bid Sheet (Exhibit B to this RFB).
3. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit C to this RFB).
4. Bid Bond (Exhibit D)
5. Bidder's Performance and Payment Bond Statement (Exhibit E)

4.1 BID SUMMARY (MANDATORY) (Exhibit A)

Bid Summary must be completed in its entirety and accompanied by all required documentation.

4.2 PREVAILING RATE DETERMINATION

Prevailing wages shall be paid in compliance with RCW 39.12 and RCW 49.28. This includes providing L&I certified "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid". A listing of current Washington State L&I Prevailing Wages can be obtained from the Washington State Department of Labor and Industries. Examples of current, Prevailing Wage Prevailing wage rates will have the effective date of November 18, 2022 and may be found at: <https://secure.lni.wa.gov/wagelookup/> No payment will be made under this contract for the work performed until an approved "Statement of Intent to Pay Prevailing Wages" is supplied to the Asotin County Conservation District.

4.3 PROJECT CONSTRUCTION BID SHEET (Exhibit B)

Bidders must complete the project bid sheet. Bidders must transfer bid sheet total to the Bid Summary – Bid Total and attach the project bid sheet to the Bid Summary.

4.4 LETTER OF SUBMITTAL (MANDATORY) (Exhibit C)

The Letter of Submittal and the attached Certifications and Assurances form, (Exhibit C to this RFB) must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

1. Name, address (principal place of business), telephone number, and fax number/e-mail address of legal entity or individual with whom the contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.

4.5 NOTIFICATION TO BIDDERS

Contractors whose bid was not selected will be notified via e-mail.

4.6 DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFB Coordinator within three (3) business days after the Notification of Unsuccessful Bidder letter is e-mailed to the Bidder. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting bids. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.7 PROTEST PROCEDURE

This procedure is available to a Contractor who submitted a response to this solicitation document and who has participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFB Coordinator. Protests may be submitted by e-mail but should be followed by the original document.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFB Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) DISTRICT'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the DISTRICT. The DISTRICT Chairman or an employee delegated by the Chairman who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest.

If additional time is required, the protesting party will be notified of the delay. In the event a protest may affect the interest of another Contractor that submitted a bid, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFB Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the DISTRICT's action; or

- Find only technical or harmless errors in the DISTRICT's acquisition process and determine the DISTRICT to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the DISTRICT options which may include:
 - Correct the errors and re-evaluate all bids, and/or,
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the DISTRICT determines that the protest is without merit, the DISTRICT will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFB EXHIBITS

Exhibit A	BID SUMMARY
Exhibit B	PROJECT SPECIFIC CONSTRUCTION BID SHEETS
Exhibit C	CERTIFICATIONS AND ASSURANCES
Exhibit D	BID BOND
Exhibit E	BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

6. RFB ATTACHMENTS

Attachment A	DESIGN DRAWINGS
Attachment B	SPECIFICATIONS
Attachment C	BASIS OF DESIGN
Attachment D	ENGINEERS ESTIMATE

**EXHIBIT A. to RFB NO. 2022-03 Asotin Creek PA-06
BID SUMMARY**

This Bid is Submitted By: _____

1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter a contract with the District to perform all Work as specified or indicated in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with other terms and conditions of the Bidding Documents.

2) Bidder accepts all the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of District.

3) In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

a) Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and any and all Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

b) Bidder has become familiar with the site and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

c) Bidder is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

d) Bidder has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, which has been identified in the Special Provisions.

e) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- f) Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - g) Bidder is aware of the general nature of work to be performed by District, its personnel and landowners at the Site that relates to the Work as indicated in the bidding Documents.
 - h) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - i) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - j) The Bidding Documents are generally sufficient to indicated and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4) BIDDER agrees to perform all work described in this RFB for the following prices(s):
- NOTE: Unless noted otherwise, BIDS shall include all aspects of project including all applicable taxes and fees.

Bid Total

1. Asotin PA-06 Construction

Total Price _____

- 5) Bidder agrees that the Work will be substantially completed and completed in accordance with all requirements set forth in the RFB.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which is stated in the RFB, 1.3 Period of Performance.

- 6) The following documents are attached to and made conditions of this Bid:
- a) A completed and signed Bid Summary. (Exhibit A)
 - b) A properly executed Bid Bond or certified check in the amount of 5 percent of the total amount of the bid. (Exhibit D)
 - c) A completed and signed Bidder's Performance and Payment Bond Statement. (Exhibit E)
 - d) Completed Project Bid Sheet. (Exhibit B)
 - e) Signed Certifications and Assurance statement. (Exhibit C)

7) By submitting this Bid, The Contractor agrees to comply with all Washington State and Federal Davis-Bacon Act prevailing wage rates applicable to this Work.

SUBMITTED on _____ (Date)

State Contractor License No. _____

Washington Unified Business Identifier (UBI) No. _____

Employment Security Department No. _____

State Tax Excise Registration No. _____

Employer's Federal Tax ID No. _____

If Bidders is: An Individual A Partnership A Corporation Joint Venture
(Circle One)

Business Name (typed or printed): _____ (SEAL)

Name (typed or printed): _____

Title: _____

By: _____
(Individual's signature)

Doing business as: _____

Phone No.: _____ Cell No.: _____

Fax No.: _____

E-mail address: _____

A Joint Venture requires the signatures of all parties involved.

Please List Subcontractors below:

Subcontractor's Name	UBI Number:

Check here if no subcontractors will be used on this contract.

Experience References:

Describe project history and provide current contact information. Include type of river work completed and dates of project work for each.

Project Description	
Current Contact Information	
Name of project manager	
Phone Number(s)	
E-mail address	

Project Description	
Current Contact Information	
Name of project manager	
Phone Number(s)	
E-mail address	

Project Description	
Current Contact Information	
Name of project manager	
Phone Number(s)	
E-mail address	

**EXHIBIT B. to RFB NO. 2022-03 Asotin Creek PA-06
PROJECT CONSTRUCTION BID SHEETS**

Item No.	Item Description	Approx. Quantity	Unit Type	Unit Cost	Line Cost
1	Mobilization and Demobilization	1	LS		
2	Provide Water	1	LS		
3	Stormwater Best Management Practices	1	LS		
4	Temporary Construction Access Road	1	LS		
5	Remove Concrete Barricades	70	LF		
6	Remove Rock Crossing	60	LF		
7	Side Channel Entrance Reshaping	50	LF		
8	Brush Fascine	180	LF		
9	Habitat Structures	16	EA		
10	Key Structures	9	EA		
11	Livestock Fence with Removable Fence Sections	355	LF		
12	Livestock Crossings and Ford Installation	260	LF		
13	Rock/Soil Berm	165	LF		
14	Post Assisted Log Structures	11	EA	Completed by DISTRICT	
15	Off Channel Habitat Area	2500	SF		
16	Floodplain Roughness & Microtopography	40,400	SF		
17	Hydroseeding and Mulching	94,000	SF		
Construction Sub-Total					
Asotin County Sales Tax					
Final Construction Cost					

Notes and abbreviations:

1. DISTRICT will provide all natural wood products specified for this project and should not be included in the proposed cost for 8, 9, 10, 14, & 16.
 - a. Specifications include wood materials in bid items 8, 9, 10, 14, & 16.
2. Construction subtotal includes mobilization.
3. Sales tax is applied to the 'Construction Subtotal'
4. Costs are in 2022 dollars.
5. Survey work required for construction is not included in this opinion.
6. Construction quality assurance oversight activities by the Engineer required for construction is not included in this opinion.
7. Engineering design/permitting, legal, and administrative costs are not included in this opinion.
8. Costs for maintaining project post-construction are not included in this opinion (e.g. irrigation and planting protection measures).

LS – Lump Sum
 EA – Each
 SF – Square Feet
 LF – Linear Foot

**EXHIBIT C. to RFB NO. 2022-03 Asotin Creek PA-06
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the bid to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the bid are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition.
3. The attached bid is a firm offer for a period of 30 days following receipt, and it may be accepted by the DISTRICT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 30-day period.
4. I/we understand that the DISTRICT will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the DISTRICT, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this bid.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Bidder or to any competitor.
6. I/we agree that submission of the attached bid constitutes acceptance of the solicitation contents. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
8. I/we grant the DISTRICT the right to contact references and others, who may have pertinent information regarding the Bidder's prior experience and ability to perform the services contemplated in this procurement.

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

Signature of Proposer

Title

Date

**EXHIBIT D. to RFB NO. 2022-03 Asotin Creek PA-06
BID BOND**

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

_____ **Asotin County Conservation District**
_____ **1397 Port Drive**
_____ **Clarkston, WA 99403**

BID :

BID DUE DATE: February 8 , 2023
PROJECT (Brief Description Including Location):
Asotin Creek PA-06 Fish Habitat Enhancement
Asotin, Washington (Specify which projects)

BOND:

BOND NUMBER: _____
DATE (Not later than Bid due date): _____
PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to District/Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by District/Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the bidding Documents.
3. This Obligation shall be null and void if:
 - 3.1. District/Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by District/Owner) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by District/Owner, or
 - 3.3. District/Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from District/Owner, which notice will be given within reasonable promptness, identifying this bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by District/Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt of the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and binding the surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

**EXHIBIT E. to RFB NO. 2022-03 Asotin Creek PA-06
BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT**

_____, hereinafter referred to as Bidder, (Name of Contractor) is submitting a bid to the Asotin County Conservation District pursuant to the latter's Advertisement for Bids for the Asotin Creek PA-06 Fish Habitat Enhancement Project. Bidder certifies that if it is awarded the contract, Bidder has the financial ability to obtain a 100% performance bond and 100% payment bond issued by a surety to the District/Owner in sums equal to the amount of the bid amount providing for the faithful performance of the contract and payment of labor, materials, subcontractors and sales tax. Bond amounts are required to increase with any and all change orders resulting in increased costs thus maintaining coverage at 100% of full contract amount. The surety requested to issue the performance and payment bonds will be:

(Surety Company)

(Surety Address)

(Surety Contact Name and Position)

(Surety Contact Phone Number & e-mail)

Bidder hereby authorizes _____
(Surety Company)

to disclose any information to the District/Owner concerning bidder's ability to supply performance and payment bonds in the amount of the contract.

Bidder

By: