

Bid and Contract Requirements
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

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Additional documents:

- Plans, sheets C1-C6, revised 5/23/18
- Topographic Survey, AES, 8/14/14
- Geologic Slope Assessment, EnviroSound Consulting, 6/29/15
- Retention pond design review letter, EnviroSound Consulting, 12/7/15

Specifications and Permit Requirements:

- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (**2014 edition**)
<http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
- Amendments to Standard WSDOT Specifications, 8/3/15
- Special Provisions (Local Agency, 8/14/13 APWA GSP)
- Bio Clean Modular Wetland System Installation Guidelines
- 401 Water Quality Certificate , 6/13/17
- Inadvertent discovery plan for Port Gamble S'Klallam cultural resources and human remains

Request for Bids
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

Sealed bids for construction of improved drainage facilities for the tribal administration campus road and parking will be received by the Port Gamble S'Klallam Tribe, Attention: Joe Sparr, Planning Director, 31912 Little Boston Road NE, Kingston, WA, 98346. The deadline for receiving sealed bids is **August 30, 2018**, 1:30 p.m. At said time the bids will be publicly opened and read aloud in the conference room of the Port Gamble S'Klallam Housing Authority, 32000 Little Boston Road NE, Kingston, WA 98346.

Work to be completed is located just north of the Port Gamble S'Klallam tribal campus. The project generally involves expansion of an existing detention pond, provision and installation of a “modular wetland” water quality treatment device, and tight lining the detention pond outfall in a pipe to its final destination in a creek at the bottom of a nearby gully. Estimated construction cost in December 2015 was approximately \$140,000. The Tribe understands that costs have generally risen since the estimate was prepared. Work must be completed by November 1, 2018. The project is located entirely on the Port Gamble S'Klallam Reservation and is under tribal jurisdiction. Tribal preference in hiring applies to this project as outlined in the Bid and Contract documents. This project is subject to Davis-Bacon wage requirements.

The Bidding Documents, including the engineered plans for the project and bidding instructions and requirements, can be obtained from the Tribal website <http://www.pgst.nsn.us/>. Scroll down to the “news” tab and to the “publications” tab. The name of the project is **Administration Campus Phase II - Drainage Improvement**.

If you have questions or any trouble finding the Bidding Documents, please contact Barrett Schmanska at BarrettS@pgst.nsn.us.

The Port Gamble S'Klallam Tribe reserves the right to accept any proposal deemed to be in the interest of the tribe, to waive any minor irregularities in any proposal, to re-solicit for new proposals as deemed necessary by the tribe, or not to award any contract at all. The Port Gamble S'Klallam Tribe reserves the right to award a contract based on the proposal expected to be most beneficial to the tribe based on qualifications and cost.

The Port Gamble S'Klallam Tribe, 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 insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises 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 or national origin in consideration for an award.

Instruction to Bidders
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

At a minimum, bids must include the following completed items:

1. Signed Proposal Form, original signature, with all blank lines filled in
2. Completed Unit Prices Worksheet, with all blank lines filled in
3. Bid Bond, Power of Attorney, per Instructions to Bidders
4. Indian Preference Form (If an Indian Owned Firm claiming Indian Preference)
5. Certification regarding Equal Employment Opportunity Instruction
6. Non-Collusive Affidavit
7. Performance and Payment Bond Statement

If hand-carried:

Bid forms must be contained inside of a sealed envelope; on outside of sealed envelope neatly print: **“Bid for Port Gamble S'Klallam Tribe, Administration Campus Phase II - Drainage Improvement.”** Also print **“Do Not Open Until Appointed Date and Time.”**

Physical address for hand-carried deliveries is 32000 Little Boston Road NE, Kingston, WA, 98346 (Port Gamble S'Klallam Housing Authority building)

If mailed or sent by Courier:

If sent by Courier, include front desk telephone number of Port Gamble S'Klallam Tribe (360) 297-6221. If sent by courier, Contractor is responsible to make certain that the bid envelope is dated and initialed by Port Gamble S'Klallam Tribe prior to deadline.

Mailed bid forms must be sealed inside of a second sealed envelope containing the wording above for hand-carried documents, addressed to the address below (exactly as shown below including the words “BID ENCLOSED”).

BID ENCLOSED
Joe Sparr, Planning Director
Port Gamble S'Klallam Tribe
31912 Little Boston Road. NE
Kingston, WA 98346

Normal office hours for the Tribe are 8:00 AM to 4:30 PM.

All bids must be received at the Port Gamble S'Klallam Tribe no later than the date and time stated in the Request for Bids for this Project. Late bids will not be opened. Telegraphic, electronic, or faxed bids will not be accepted.

Contractors Qualification Statement
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

The Contractor must have five (5) years experience constructing drainage projects similar in scope and complexity to the Administration Campus Phase II – Drainage Improvement project and have a valid State of Washington Contractor's license. To assist the Tribe in determining qualifications, the Contractor must provide documentation outlined below detailing the Contractor's experience along with references from Owners or Owner's Representatives on at least three projects of equal or greater complexity.

The Administration Campus Phase II – Drainage Improvement project will be awarded only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the Port Gamble S'Klallam Tribe will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance;
- (4) Staffing, financial and technical resources (including construction and technical equipment); and
- (5) Experience with similar projects.

A. In determining the bidder's responsibility, the Owner shall consider an overall accounting of the items listed below. The apparent low bidder must submit the following information on this form, demonstrating that they meet the listed responsibility criteria, within two (2) business days of receiving a request from the owner:

1. Current Workload:

- a. On a separate sheet, list all the major projects (\$25,000 and above) your firm has in progress or are projected to commence during the next 6 months, giving the name of the project, owner, engineer, contract amount, percentage complete and scheduled completion date. Failure to list all major projects shall render the bid non-responsive.
- b. List the current or projected workload for the next 12 months including this Contract, expressed in total contract value.

\$ _____

- c. List actual contracted workload for the previous 12 months, expressed in total contract value.

\$ _____

- d. The bidder's current or projected workload during the life of this contract, shall not exceed 150% of the actual contracted workload over the previous 12 months unless the bidder can demonstrate to the owner's satisfaction that it has the capacity to assume the additional work of this project, provide adequate staffing, and meet project demands.

2. List of Completed projects:

- a. On a separate sheet, list all the major projects (\$200,000 and above) your firm has completed in each of the past five (5) years, giving the name of project, owner, owner contact information, engineer, contract amount, date of completion and percentage of the cost of the work performed with your own forces. This information will be used for references.

3. Experience of Superintendent:

- a. Submit resume and references of the person proposed by the bidder to superintend the work. This person shall have managed projects of similar complexity and similar size, and successfully completed the projects within the last three (3) years.

4. Contractor's Ability to Meet the Project Schedule:

- a. On a separate sheet, list the project titles, original contract time, and change order time extensions for three specific projects. Bidder shall document that it achieved substantial completion of three previous projects of similar size and scope within no more than 105% of the final contracted time for completion (including change ordered adjustments).

5. References from Owners of Previous Projects:

- a. Owner will check references by contacting owners of previous projects on bidder's performance over the last five years. On average, such references shall be satisfactory or better on a five-category scale with "satisfactory" at mid scale. A reference score sheet will be utilized for rating completed projects of similar scope and value.

6. Public Agency Debarment:

- a. Bidder shall not have been debarred by any Public agency within the last two (2) years.

- B. If a bidder fails to submit any documentation required by the bidding documents to demonstrate

compliance with the above responsibility criteria, the Owner may:

1. Find the bidder not responsible, or
2. Find the bidder responsible based upon any available information that demonstrates that the bidder meets the responsibility criteria.

C. Procedure to Request Modification of Bidder Responsibility Criteria:

1. During the bidding period, but not later than five (5) business days before the bid submittal deadline, a potential bidder may request that the Owner modify the bidder responsibility criteria. Any such request must be in writing and submitted to Joe Sparr, Planning Director, jsparr@pgst.nsn.us.
2. The Owner shall evaluate any such requests, and if a decision is made by the Owner in its sole discretion to modify the criteria, such modification shall be communicated to all bidders and plan holders via the issuance of an addendum to the bidding documents. If the Owner determines not to modify the criteria, the Owner shall notify the requesting bidder of its decision in writing.

D. Appeal of Determination that Bidder Does Not Meet Responsibility Criteria:

1. If the Owner determines that a Bidder does not meet the responsibility criteria and is therefore not a responsible bidder, the Owner shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with this determination, he may appeal the determination within twenty-four (24) hours of receipt of the Owner's determination by presenting additional information in writing to the Owner. The Bidder must attach all documents he would like the Owner to consider.
2. The Owner will consider the additional information before issuing its final determination in writing. If the final determination affirms that the Bidder is not responsible, the Owner will not execute a contract with any other bidder until two (2) business days after the Bidder determined to be not responsible has received written notice of the final determination.

Indian Preference Requirements
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

1. The Port Gamble S'Klallam Tribe's "Tribal Construction Preference Policy" applies to this Project and is hereby incorporated into "Instructions to Bidders for Contracts" by reference.
2. The general Contractor selected for the project shall make best efforts at awarding subcontracts in compliance with the Port Gamble S'Klallam Tribe's "Tribal Construction Preference Policy".
4. Proof of Indian business ownership shall be required for the Project if claiming Indian Preference.
5. If claiming Indian Preference, the following form must be completed and submitted along with the bid:

Indian Preference Form
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

1. **Organizational Structure:**
- _____ SOLE PROPRIETOR
- _____ PARTNERSHIP
- _____ CORPORATION
- _____ JOINT VENTURE
- _____ OTHER
2. **Name of Owner/Owners:** _____
- _____
- _____
- _____
- _____

3. **Tribe of Owner Claiming Indian Preference:** _____

Please attach official supporting documentation from the Tribe for each officer, partner, or individual claiming Indian Preference.

If your company is either a partnership or corporation, attach a written narrative to this form explaining the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture.

4. **Indian Ownership Interest:** _____ PARTIAL (List percentages of Ownership)
_____ 100% OWNERSHIP

C E R T I F I C A T I O N

I CERTIFY THAT ALL STATEMENTS MADE BY ME ON THIS INDIAN PREFERENCE FORM ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY GRANT PERMISSION TO THE PORT GAMBLE S'KLALLAM TRIBE TO CONFIRM BY PERSONAL INQUIRY OR OTHERWISE, THE INFORMATION I HAVE GIVEN. I UNDERSTAND THAT ANY WILLFUL MISREPRESENTATION OF FACTS GIVEN TO THIS PROCESS IS GROUNDS FOR REJECTION OF THIS QUALIFICATION FOR INDIAN PREFERENCE. I RELEASE ALL PERSONS CONNECTED WITH ANY REQUESTS FOR INFORMATION FROM ALL CLAIMS, LIABILITY,

AND DAMAGES FOR WHATEVER REASON ARISING OUT OF FURNISHING THE INFORMATION.

I hereby acknowledge that I have read and understand the above statement.

Owner/Contractor's SIGNATURE
If applicant is Sole Proprietor

DATE

PARTNER'S SIGNATURE (IF APPLICABLE)
If applicant(s) is/are in a Partnership or Joint Venture

DATE

IF APPLICANT IS A CORPORATION
AFFIX CORPORATE SEAL:

CORPORATE SEAL

BY: _____
PRESIDENT'S SIGNATURE

DATE

ATTESTED BY: _____
CORPORATE SECRETARY

DATE

THE
PORT GAMBLE S'KLALLAM)
BUSINESS COMMITTEE)
OF THE)
PORT GAMBLE S'KLALLAM)
COMMUNITY COUNCIL)

I.

WHEREAS, the Port Gamble S'Klallam Indian Community is organized under the Indian Reorganization Act of June 18, 1934; and

II.

WHEREAS, under its Constitution and Bylaws adopted August 5, 1939, the Community Council was designated as the governing body of the Port Gamble S'Klallam Indian Community; and

III.

WHEREAS, by resolution dated April 22, 1956, the Port Gamble S'Klallam Community Council delegated the authority to conduct the business of the Port Gamble S'Klallam Indian Community to the Port Gamble S'Klallam Business Committee; and

IV.

WHEREAS, the Port Gamble S'Klallam Business Committee has determined it necessary to adopt a Tribal Preference Policy for construction projects in an effort to support Indian contractors; and

WHEREAS, the Tribal Preference Policy will ensure compliance with Federal and State grant requirements that require a tribal preference policy; and

V.

NOW THEREFORE BE IT RESOLVED, that the Port Gamble S'Klallam Business Committee hereby adopts the attached Tribal Preference Policy dated June 10, 2003 (Attachment A).

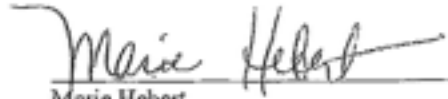
CERTIFICATION

WE HEREBY CERTIFY that on this date there was a regular meeting held of the Port Gamble S'Klallam Business Committee on the Port Gamble S'Klallam Indian Reservation, at which time a quorum was present;

WE FURTHER CERTIFY, that the above numbered resolution, was at said meeting, introduced, evaluated, and was passed by a vote of 5 FOR, 0 AGAINST, dated this 10th day of June, 2003.



Ronald G. Charles
Chairman



Marie Hebert
Secretary

ATTACHMENT A (RESOLUTION 03-A-84)

Port Gamble S'Klallam
TRIBAL CONSTRUCTION PREFERENCE POLICY¹
June 10, 2003

- (1) This Tribe Preference Policy only applies to Tribal construction projects over \$100,000 in size that is funded by State and Federal grant money. Construction projects include site work (grading, utilities, etc.), building construction (foundation, plumbing, framing, electrical, sheetrock, etc.), and road construction.
- (2) This policy grants preference to certified, qualified Indian-owned companies that bid within five (5) percent of the lowest qualified responsible Non-Indian bidder(s). To be certified, an Indian-owned firm must be at least 51 percent owned and actively managed by registered member of a federally recognized Tribe. To be qualified, the Indian-owned firm must meet bonding requirements, financial stability requirements, experience requirements and other qualifications and criteria set forth by the Construction Manager for the project.

¹ Approved by Tribal Council on June 10, 2003

PROPOSAL FORM

PROJECT/CONTRACT **Port Gamble S'Klallam Tribe**
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

Port Gamble S'Klallam Tribe 31912 Little Boston Road NE
Kingston, WA 98346

THIS PROPOSAL IS SUBMITTED TO: Port Gamble S'Klallam Tribe
Planning Department
Attn: Joe Sparr, Planning Director

THIS PROPOSAL IS SUBMITTED BY (BIDDER):

The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bidder accepts all of the terms and conditions of the Request for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Proposal, 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 the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- 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 tribal, federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, which have been included in the Bidding Documents and specifically the Project Manual/Job Specifications book.
- 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 Owner and others 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 Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder is aware of the bonding and insurance requirements specified in the General Conditions.

Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of an undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder agrees to perform all work described in the Contract Documents for the price(s) set forth in the Unit Prices Worksheet.

Bidder agrees that the Work will be substantially completed in accordance with the Construction Schedule submitted to the tribe prior to issuance of the notice to proceed.

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 shall be in accordance with the General Requirements of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2014 edition).

The following documents are attached to and made a condition of this Bid:

- (A) Signed Proposal Form, original signature, with all blank lines filled in
- (B) Completed Unit Prices Worksheet, with all blank lines filled in
- (C) A properly executed Bid Bond, and Power of Attorney, or certified check in the amount of 5 percent of the total amount of the bid.

The following certifications and forms must also be completed and attached by the prospective Bidder:

- (A) A completed and signed Bidder's Performance and Payment Bond Statement.
- (B) Indian Preference Form (If an Indian Owned Firm claiming Indian Preference)
- (C) Certification regarding Equal Employment Opportunity Instruction
- (D) Non-Collusive Affidavit

The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders and the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (2014 edition).

By submitting the Bid, the Contractor agrees to comply with Davis-Bacon wage requirements and rates.

No sales tax will be collected for this project, as the project is entirely located on tribal lands.

SUBMITTED on _____, 2018.

Employer's Federal Tax ID No. _____

State of Washington Contractor's Registration Number: _____

Bidder is Individual Partnership Corporation Joint Venture
(Circle One)

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

Name (typed or printed): _____ Title: _____

By: _____
(Individual's signature)

Doing business as: _____

D/M/WBE commitment: _____

Business License Number: _____

Business Address: _____

Phone No. _____ FAX No. _____

Email Address: _____

A Joint Venture requires the signature of all parties involved:

Unit Prices Worksheet – Attachment to Bid Form (Please fill in Unit Prices and Total)

**Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000**

Item	Description	Quantit	Uni	Cost/Unit	Amount	Subtotals
	SECTION I - Site Stabilization					
1	Filter Fabric Fence	50	l f	\$	\$	
2	Rock Entrv	1	ea.	\$	\$	
3	Straw Wattle	20	l.f.	\$	\$	
4	Plastic Sheeting	20	s v	\$	\$	
5	Erosion Control Maintenance	1	mo	\$	\$	
6	Construction Fencing	300	l.f.	\$	\$	
7	Inlet Protection	1	ea	\$	\$	
	Subtotal					\$
	SECTION II - Demolition					
8	Removal and Disposal of storm drain pipe	10	l.f.	\$	\$	
9	Removal and Disposal of Chain link fence	100	l f	\$	\$	
	Subtotal					\$
	SECTION III - Site Preparation (Grading includes Stormwater Detention					
10	Clearing and Grubbing	0.2	ac.	\$	\$	
11	Stripping - 6" depth (including disposal)	100	c.v	\$	\$	
12	Unsuitable Excavation Incl. Haul	25	c.v.	\$	\$	
13	Embankment Incl. Haul (contractor-	25	c.v	\$	\$	
14	Stockpile suitable material for owner use	100	c.v.	\$	\$	
15	Quarry Spalls	5	ton	\$	\$	
	Subtotal					\$
	SECTION IV - Stormwater Management					
16	18" SD CPEP including bedding	143	l.f.	\$	\$	
17	18" SD HDPE including bedding	136	l f	\$	\$	
18	HDPE fittings including pipe anchors	1	l.s	\$	\$	
19	CB Type I-L and concrete anchoring	1	ea.	\$	\$	
20	MWS I -8-12-V-IIG-HC	1	ea	\$	\$	
21	MWS Installation	1	ea.	\$	\$	
22	6' Chain Link Fencing with Gates	210	l.f.	\$	\$	
23	Culvert Maintenance/Final Cleaning	1	l.s.	\$	\$	
	Subtotal					\$
	SECTION V - Landscaping & Misc.					
24	Hvdroseeding	0.2	ac.	\$	\$	
25	Signs, Pond 'No Entrv'	1	ea.	\$	\$	
26	Temporary Traffic Control	1	l.s	\$	\$	
27	Mobilization	1	l.s.	\$	\$	
28	Record Drawings	1	l.s	\$	\$	
	Subtotal					\$

	TOTAL								\$
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ac.: acre, c.y.: cubic yard(s), ea.: each, l.f.: linear feet, ls.: lump sum, mo.: month, s.y.: square yard(s)

ADDITIONAL INSTRUCTION TO BIDDERS
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

COPIES OF BIDDING DOCUMENTS

1.1 Complete sets of the Bidding Documents, including the engineered plans for the project, can be obtained from the Tribal website <http://www.pgst.nsn.us/>. Scroll down to the “news” tab and to the “publications” tab. The name of the project is **Administration Campus Phase II – Drainage Improvement**. If you have any trouble finding the Bidding Documents, please contact Joe Sparr at Jsparr@pgst.nsn.us.

1.2 Complete sets of Bidding Documents must be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.3 Owner, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

QUALIFICATIONS OF BIDDERS

1.1 The apparent low bidder shall submit a completed Contractor’s Qualification Statement within two (2) business days of receiving a request from the owner.

PRE-BID SITE VISIT

1.1 A Pre-Bid Site Visit scheduled for _____, 2018 at 9:00 a.m. The site is located north of Little Boston Road, across the street from the tribe’s Medical Clinic, (32014 Little Boston Road NE, Kingston, 98346).

SUBMITTAL OF BID

1.1 Bidders must disclose information about certain first-tier Subcontractors who will be furnishing labor or labor and materials. Specifically, when the contract amount of the first-tier Subcontractor is greater than or equal to (i) 5 percent of the project bid, but at least \$15,000, or (ii) \$25,000 regardless of the percentage, you must disclose the following information about that Subcontractor within two (2) hours of bid closing:

- 1) The Subcontractor’s name and address.
- 2) The Subcontractor’s type of work being performed.
- 3) The dollar amount of the Subcontractor’s work to be performed.

If no Subcontractors that are subject to the above disclosure requirements are anticipated, a Bidder shall so indicate “NONE” on the accompanying form.

- A. THE OWNER SHALL REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.
- B. To determine disclosure requirement, the Owner recommends that you disclose subcontract information for any Subcontractor as follows:
 - 1) Determine the lowest possible contract price. That will be the base bid amount less all deductive alternate bid amounts (exclusive of any options that can only be exercised after contract award), if any.
 - 2) Provide the required disclosure information for any first-tier Subcontractor whose potential labor or labor and materials contract services (Subcontractor base bid amount plus all additive alternate bid amounts, exclusive of any options that can only be exercised after contract award. If any) greater than or equal to:
 - a. 5 percent of that lowest contract price, but at least \$15,000, or
 - b. \$25,000 regardless of the percentage.
 - 3) Total all possible work for each Subcontractor in making this determination (e.g. if a Subcontractor will provide \$15,000 worth of services on the base bid and \$40,000 on an additive alternate, then the potential amount of Subcontractor’s services is \$55,000. Assuming that \$55,000 exceeds 5 percent of the lowest contract price, provide the disclosure for both the \$15,000 services and the \$40,000 services.)
- C. SUBMISSION. A Bidder shall submit the disclosure form included in the “Bidder’s Packet” within two (2) hours after bid closing. See instructions on the form.
- D. RESPONSIVENESS. Compliance with the disclosure and submittal requirements of this rule is a matter of Responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award. It shall be the Bidder’s sole responsibility to ensure the Disclosure form is delivered to the Owner within the required two (2) hours. Failure, for any reason, of the Owner to receive this form from the Bidder will be the total responsibility of the Bidder. The Owner will assume no responsibility or liability for the failure of the Owner’s fax equipment or any other problem resulting in failure of the Disclosure Form to be received.

EVALUATION OF BIDS AND AWARD OF CONTRACT

1.1 Award of the Contract will be made to the lowest cost responsible and qualified Bidder. The Port Gamble S’Klallam Tribe Indian Preference policy is applicable to this Project. Owner reserves the right to reject any or all Bids, including without limitations, nonconforming, non-responsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. Owner may also reject the Bid of any Bidder if

Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities involving price.

More than one bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

1.2 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

1.3 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bid Documents and General Conditions.

1.4 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

1.5 If a mistake and the intended correct Bid item are clearly evident on the face of the Bid Form, or can be substantiated from accompanying documents, the Owner may accept the Bid. Examples of mistakes that may be clearly evident on the face of the Bid Form document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors. Mistakes that are clearly evident on the face of the Bid Form document also may include instances in which the intended correct Bid item is clearly evident by simple arithmetic calculations. For example, a missing unit price may be established by dividing the total Bid item amount by the quantity of units for that item, and a missing or incorrect total Bid price for an item may be established by multiplying the unit price by the quantity when those figures are available on the Bid. For discrepancies between unit prices and extended prices, unit prices shall prevail.

The Owner shall not accept a Bid in which a mistake is clearly evident on the face of the Bid Form document and the intended correct Bid is not clearly evident or cannot be substantiated from accompanying documents.

1.6 The Owner will not provide written notice to all Bidders of the Owner's intent to award the Contract. The Owner's Notice of Award shall be final three working days after the date of the Notice. Bidders who submitted bids shall have three working days after the Bid date in which to file any protest.

1.7 If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered.

**CERTIFICATION OF BIDDER REGARDING EQUAL
EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

Port Gamble S'Klallam Tribe

Administration Campus Phase II - Drainage Improvement

BIA # P1009000

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidders shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in previous contract or subcontract subject to the Equal Employment Opportunity Clause.

Yes _____ No _____ (If answer is yes, identify the most recent contract)

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes _____ No _____ (If answer is yes, identify the most recent contract)

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes _____ No _____ None Required _____

4. If answer to Item 3 is "No", please explain in detail on a separate sheet of paper.

Certification – The information above is true and complete to the best of my knowledge and belief.
(Name and Title of Signer – please type)

Signature

Date

NON-COLLUSIVE AFFIDAVIT
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000
(Prime Bidder)

State of _____

City/County _____

_____ Being duly sworn, deposes and says:

That he/she _____
(A partner or officer of the firm of, etc.)

The party making the foregoing proposal or bid represents that such proposal or bid is genuine and not collusive or sham: that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any Bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other Bidder, or to fix any overhead profit or cost element of said bid price, or that of any other Bidder; or to secure any advantage against the Port Gamble S'Klallam Tribe or any personal interest in the proposed contracts; and that all statements in said proposal or bid are true.

Signature of _____
Bidder, if the Bidder is an individual

Partner, if the Bidder is a partnership

Officer; if the Bidder is a corporation

Subscribed and Sworn to before me

This _____ day of _____, 20 _____

Notary Public

My Commission Expires: _____, 20_____

Construction Contract
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

This contract made this ____ day of _____, 2018, by and between _____, herein called the “Contractor/Developer,” and the Port Gamble S’Klallam Tribe, called “Owner.”

The Contractor and Port Gamble S’Klallam Tribe agree as follows:

STATEMENT OF THE WORK: The Contractor shall furnish all labor, materials, tools, equipment, services and perform and complete all work required for the construction of the project consisting of expansion of an existing detention pond, installation of a “modular wetland” water quality treatment device, and construction of a tight line pipe for the detention pond outfall to its final destination in a creek at the bottom of a nearby gully in strict accordance with the General Conditions and the contract documents listed herein.

CONTRACT PRICE: The Port Gamble S’Klallam Tribe shall pay the Contractor/Developer for performance of this Contract, subject to additions or deductions as provided in the Contract the sum of _____ (\$_____).

All construction work and Site improvements shall be completed within 3 months or less, and be complete by _____, 2018. Notice to Proceed will be issued as provided for in the General and Special Conditions.

Any inconsistency in the parts of the Contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 3, 4, 5, 6 and 7; 2 presiding over 3, 4, 5, 6, and 7; and so forth). The following Contract Documents are hereby incorporated and made a part of this contract:

- 1) Construction Plans and Specifications, sheets C1-C6, revised 5/23/18
- 2) WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (**2014 edition**)
- 3) Amendments to Standard WSDOT Specifications, 8/3/15
- 4) Special Provisions (Local Agency, 8/14/13 APWA GSP)
- 5) Bio Clean Modular Wetland System Installation Guidelines
- 6) Geologic Slope Assessment, EnviroSound Consulting, 6/29/15
- 7) Retention pond design review letter, EnviroSound Consulting, 12/7/15
- 8) Topographic Survey, AES, 8/14/14
- 9) 401 Water Quality Certificate, 6/13/17
- 10) Proposal Form
- 11) Unit Prices Work Sheet
- 12) Request for Bids
- 13) Instructions to Bidders

- 14) Contractors Qualifications Statement
- 15) Indian Preference Requirements
- 16) Indian Preference Form
- 17) Council Resolution No. 03-A-84
- 18) Inadvertent discovery plan for Port Gamble S'Klallam cultural resources and human remains
- 19) Additional Instruction to Bidders
- 20) Certification of Bidder Regarding EEO Instructions
- 21) Non-Collusive Affidavit
- 22) Bid Bond
- 23) Bidder's Performance and Payment Bond Statement
- 24) Performance and Payment Bond
- 25) Notice of Award
- 26) Addenda

Prior to being issued a Notice to Proceed, the Contractor shall provide the following submittals to the Port Gamble S'Klallam Tribe for review and approval:

- List of Subcontractors anticipated for this Project on the form provided
- Construction Schedule
- Proof of Insurance, naming Tribe as co-insured
- Name and resume/work history of superintendent for the project
- Performance and Payment Bond

DAVIS-BACON PREVAILING WAGES: The Contractor shall comply with the Davis-Bacon Act in its entirety, which is hereby incorporated into this contract by reference, including complying with current Davis-Bacon prevailing wages and submission of required reports and forms to the Owner and any and all Tribal, State, or Federal agencies as required by the Davis-Bacon Act.

TERMS OF PAYMENT and DAVIS-BACON PREVAILING WAGES: The Contractor shall submit an invoice detailing work completed and the hourly rates associated with the Work performed. Invoices shall be submitted with FORM WH-347 filled out in its entirety. Payment will usually be within 14 days of presentation of invoice.

LIMITED WAIVER OF SOVEREIGN IMMUNITY: The Tribe enters into this Agreement pursuant to its governmental authority and only grants a waiver of its sovereign immunity for the limited purposes of arbitration pursuant to Section 1.09 of the Standard Specifications and Special Provisions. This contract has been entered into within the jurisdiction of the Port Gamble S'Klallam Tribe and is subject to the laws of the Port Gamble S'Klallam Tribe.

IN WITNESS WHEREOF, the parties hereto caused this Instrument to be executed in 3 original counterparts as of the day and year first above written.

By Contractor:

Authority:

(Signature)

(Title)

(Date)

If a Corporation:

(Signature of secretary of corporation)

(if a corporation affix corporate seal)

By Port Gamble S’Klallam Tribe

(Signature)

(Title)

(Date)

SUBCONTRACTOR LIST

**Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000**

Bidders must list below all first-tier Subcontractors who will be furnishing labor or labor and materials for the project. Detailed instructions are included in the “Additional Instructions to Bidders” section of the Bid and Contract Requirements. The form must be completed and returned to the Owner within two hours of bid closing. **THE OWNER SHALL REJECT A BID IF THE BIDDER FAILS TO SUBMIT THIS DISCLOSURE FORM, WITH COMPLETE INFORMATION, BY THE STATE DEADLINE.**

Subcontractor Name: _____

Subcontractor Address: _____

Work to be performed: _____

Dollar amount of work to be performed: \$ _____

Subcontractor Name: _____

Subcontractor Address: _____

Work to be performed: _____

Dollar amount of work to be performed: \$ _____

Subcontractor Name: _____

Subcontractor Address: _____

Work to be performed: _____

Dollar amount of work to be performed: \$ _____

Provide additional copies of this page if necessary.

BID BOND
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

BIDDER (Name and Address):

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

Owner (Name and Address):

Port Gamble S'Klallam Tribe
31912 Little Boston Road NE
Kingston, WA 98346

BID:

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 this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

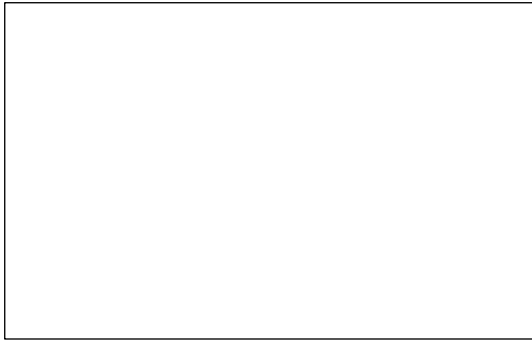
SURETY

_____(Seal)
Bidder's Name and Corporate Seal

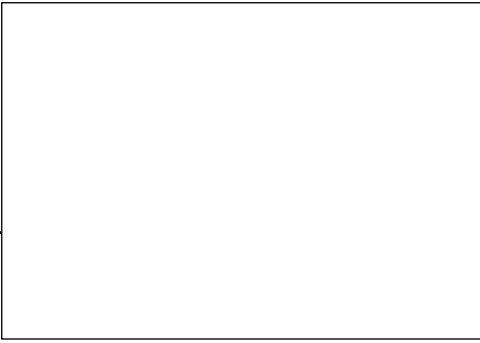
_____(Seal)
Surety Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title



Above



Note: (1) 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 assignees to pay to 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 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 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 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 Owner, or
 - 3.3 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 with required by paragraph 5 hereof).
4. Payment under the 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 Owner, which notice will be given with 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 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 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 by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or 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 bind 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 include a bid, offer or proposal as applicable.

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

(Name of Contractor) _____, hereinafter referred to as Bidder, is submitting a bid to the Port Gamble S'Klallam Tribe pursuant to the latter's Request for Bids for the project **Administration Campus Phase II – Drainage Improvement**, Kitsap County, WA, 98346.

Bidder certifies that if it is awarded the contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the bid providing for the faithful performance of the contract and payment of labor and materials.

The surety requested to issue the performance and payment bonds will be (Surety Company) _____. Bidder hereby authorizes (Surety Company) _____ to disclose any information to the Owner concerning Bidder's ability to supply performance and payment bonds in the amount of the contract.

(Bidder) _____

(By) _____

NOTICE OF AWARD
Port Gamble S'Klallam Tribe
Administration Campus Phase II - Drainage Improvement
BIA # P1009000

Dated _____

Project:
Administration Campus Phase II – Drainage Improvement, Kitsap County, WA, 98346

Owner:
Port Gamble S'Klallam Tribe

Contract Name: _____

Bidder:

Bidder's Address: (Send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the successful Bidder and are awarded a Contract for:

The Contract Price of your Contract is _____ Dollars
(\$ _____). Total price is subject to change based on the actual quantities constructed. Unit prices are calculated as shown on the Unit Prices Worksheet.

_____ copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent with (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner (_____) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title