



PW-2025-01

2025 Guardrail Repairs

Notice is hereby given that bids will be received by the City of La Center, **until 3:00 pm February 14th, 2025.** Proposals received after this time will not be considered.

Bid proposals shall be received at 210 E. 4th Street, La Center, WA 98629

The City of La Center is an Equal Opportunity Employer. For clarifications, it is requested that questions be submitted by email Attention: Bid for 2025 Guardrail Repairs at 360.263.2889 or acooper@ci.lacenter.wa.us. The City of La Center reserves the right under applicable law to reject or waive procedural irregularities to reject any and all bids and to terminate the selection process at anytime if, at its sole discretion determines such action would be in the best interests of the City.

The City of La Center requires compliance with the Civil Rights Act of 1964 states:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Sec 2000d)

Title VI along with other non-discrimination statutes prohibits discrimination based on race, color, and national origin including limited English proficiency in any program, activity or service.

Project Description

The contract will provide for guardrail repair at the intersection of La Center Road and Timmen Road and guardrail at 4th Street, just east of Stonecreek Drive. There is also some replacement of guardrail at the intersection of La Center Road and Timmen Road and end treatment that is damaged, and will be replaced. Currently there is damaged guardrail along these two locations. The two sections of guardrail replacement are as follows:

- (1) Approximately 38-linear feet of guardrail repair, with (5) wooden posts to be replaced at East 4th Street wooden beams that may be salvaged and re-driven for guardrail installation;
- (2) Approximately 84-linear feet of guardrail and an end piece shall be placed on La Center Road at Timmen Road, with (5) steel posts and (4) wooden posts. The contractor will need to verify the

integrity of the posts and exact length of guardrail and materials before installing the guardrail system. This contract is for the labor, equipment and materials necessary for installation of guardrail and posts according to the WSDOT 2024 standard specifications and ensuring proper traffic control is in place.

The contractor will repair guardrail damaged within twenty (20) working days of receiving written notice to proceed from the City of La Center.

Special Provisions

1-08.5 Time For Completion

Add the following paragraph:

"The project shall be completed in its entirety within twenty working days (20) after the date of the Notice to Proceed."

The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days. The contractor must complete the work by August 25th. The contractor will not be able to work on July 29th and July 30th due to Our Days Festival (These dates will need to be verified). The contract will need to have the project limits secure during this time.

WSDOT 2024 Standard Specification and Standard Plans shall be followed for removal and installation of guardrail and terminal sections. WSDOT standard plans applicable to installation of the guardrail and terminal sections and traffic control are in Appendix A. The contractor is responsible for meeting WSDOT Standard Specifications and may need to use additional standard plans details as necessary to install the guardrail and terminal sections.

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications.

Section 1-09 Measurement and Payment

Section 8-01 Erosion Control and Water Pollution Control

The sections will be modified as follows:

Section 1-09.7 Mobilization and Section 8-01 Erosion Control and Water Pollution Control shall be included as one bid item.

The City of La Center Standards for Erosion Control Section 5 of the Engineering Standards for Construction shall be used.

Payment

Payment for Mobilization per WSDOT Standards and Erosion Control Measures per the City of La Center standards shall be paid as lump sum bid items and shall include all labor and materials to complete the items.

Section 1-10:

The contractor shall implement traffic control per section and 1-10 of the WSDOT specifications along with WSDOT standard plan for lane closure.

At least one travel lane shall be maintained at all times during daily work by the contractor. At the end of the work day, two lanes of travel will be required to be open until the next day of work on this project. The contractor will have to propose a traffic control plan that shows the lane closures, complying with the WSDOT Traffic Control.

Section 1-10.5(2)

Payment shall be lump sum and include full compensation traffic control, including equipment, materials and labor.

The contractor shall follow section 8-11 Guardrail as modified as follows:

Section 8-11 Guardrail

8-11.3(1)D Removing Guardrail and Guardrail Anchor

The first paragraph shall be modified as follows:

Removal of guardrail shall include removal of the rail elements, timber blocks, steel and timber posts transition sections, terminal sections and hardware. The existing steel posts, timber blocks and hardware, which are not damaged, may be salvaged and reused for new guardrail installation.

8.11 Measurement

Measurement shall be modified follows:

Measurement of removal and installation of guardrail will be measured by lineal foot as measured along the line of guardrail removed and installed including transition sections, expansion sections, guardrail anchor rail elements and terminal sections.

Payment

Payment for guardrail will be per foot, and shall include materials and installation, per the plans.

Appendix A: Standard Plans Included

C-20.10-09

C-20.14-05

C-20.15-03

C-1

C1b

Bid Details

2025 Guardrail Key Map

2025 Guardrail Plan at 4th Street

2025 Guardrail Plan at LC Road and Timmen Road

2025 Guardrail Detail Plan

Requirements

Bidders must be on the MRSC Roster and possess a City of La Center business license prior to contract award. State of Washington Prevailing Wage is applicable to this work.

Bidder's Qualifications

Bidders shall be qualified by experience, financing, equipment, and organization to do the work called for in the contract documents. The City reserves the right to take whatever action it deems necessary to ascertain the ability of the bidder to perform the work satisfactorily.

- A. **Mandatory Bidder Responsibility Criteria:** It is the intent of Owner to award a contract to the lowest responsible bidder. Pursuant to RCW 39.04.350(1), before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. Each Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. Each Bidder must have the following at the time the bid is submitted:
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 City of La Center Business License
 3. Have a current Washington Unified Business Identifier (UBI) number;
 4. Shall be active and in good standing with the Washington State Secretary of State's Office, the Department of Revenue and the Department of Labor & Industries;
 5. If applicable:
 - Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 5. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- A. **Supplemental Bidder Responsibility Criteria:** In addition to the mandatory bidder responsibility criteria referenced above, each bidder must also meet the following supplemental bidder responsibility criteria applicable to the project. With its Bid Proposal, each Bidder shall be required by to submit documentation demonstrating they meet the following supplemental bidder criteria.
1. Has your company done at least three guardrail repair/construction projects of a comparable size (\$5,000 or more) either as a subcontractor or general contractor in the past five years?
 2. Provide a list of all such projects for the past five years, along with agency contact information for each project.
 3. A responsible contractor is one for which we have verified by contract with said agencies that the company has in fact completed five projects in the past five years.

If the City determines the low bidder does not meet the bidder responsibility criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its termination. If the bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the City's determination by presenting additional information to the

City. The City will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the City will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>

The applicable prevailing wages for this project are available electronically from the Washington State Department of Labor & Industries and can be found at:

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

All work will be conducted within Clark County. A copy of the effective wage reports are available in the Public Works office located at City of La Center 210 E. 4th Street, La Center, WA 98629. A copy will be mailed to interested contractors upon request.

Insurance

(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.

- E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.
- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- The City of La Center and its officers, elected officials, employees, agents and volunteers.

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverage's listed in (5)A and (5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in (2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A

statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

(5) Coverages and Limits

The insurance shall provide the minimum coverage's and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury, each offence
Stop Gap / Employers' Liability	
\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

\$1,000,000 combined single limit

(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

BID PROPOSAL FORM

TO: City of La Center
210 E. 4TH Street
La Center, Washington 98629

FROM: Bidder _____
Address _____

Telephone _____

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of La Center to do everything necessary to complete the work as outlined on the plans and specifications for the 2025 Guardrail Repairs.

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that the Qualification of Bidder shall form a part of this proposal.

If our BID is accepted, we agree to furnish the performance bond and the required evidences of insurance within seven (7) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of La Center, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of La Center reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of La Center, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of La Center and that the City of La Center also reserves the right to waive any informalities in any proposal or bid.

A performance bond in the full amount of the cost of improvements is required.

We further state that we have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Bidder agrees that the work will be completed within Twenty (20) working days after the date when the notice to proceed is received from the City of La Center.

We propose to perform the work at the prices listed in the following bid schedule(s):

Notes:

- (1) The City reserves the right to adjust the scope of this work to match available funds.
- (2) The City reserves the right to reject any or all bids.
- (3) The table below provides a list of items required to complete the project. It is the contractor's responsibility to complete the project scope to all required standards and specifications.
- (4) The City reserves the right to include the Alternative Bid Item as part of the total bid price.

2024 GUARDRAIL REPAIR BID PROPOSAL:

Item No.	Std Spec	Description	Est. Quantity	Units	Unit Price	Total Price
1.	1-09, 8-01	Mobilization & Erosion Control	1	L.S.		
2.	8-11	La Center Rd at Timmen Rd Guardrail	84	LF		
3.	8-11	4 th Street Guardrail	38	LF		
4.	1-10	Traffic Control	1	L.S.		
			Sales Tax @ 8.5%			
			Grand Total Bid		\$	

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. Addendum Receipt Date Signed Acknowledgment

1

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (8.5%) shall be added to the full contract price per the special provisions.

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

NON-COLLUSION DECLARATION. I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project or which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Public Works Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE

Date: _____

Proper Name of Bidder

Contractor's License No.: _____

By: _____

Address

City State Zip

The bidder shall attest by signing this statement in accordance with chapter [5.50](#) RCW verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirements below:

Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW [49.48.082](#), any provision of chapter [49.46](#), 49.48, or [49.52](#) RCW.

Authorized Official (Signature)

Date

Print Name of Authorized Official

Title of Authorized Official

MANDATORY BIDDER RESPONSIBILITY CHECKLIST

This form shall be completed in its entirety and submitted with the bid. Failure to submit and meet the requirements as stated in the instruction to bidders shall be grounds for rejection of the bid. The City of La Center will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor

Name:

Address:

Phone: _____ **Contact Person:**

Contractor Registration

Contractor's License Number: _____ **Expiration Date:**

Washington Unified Business Identifier (UBI) Number:

In active and good standing with:

Washington State Secretary of State's Office: ☐ Yes ☐ No

Department of Revenue: ☐ Yes ☐ No

Department of Labor & Industries: ☐ Yes ☐ No

If applicable:

Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington. ☐ Yes ☐ No **Number:** _____

Have a Washington Employment Security Department number. ☐ Yes ☐ No
Number: _____

Have a Washington Department of Revenue state excise tax registration number. ☐ Yes ☐ No
Number _____

Disqualified from bidding on any public works contract. ☐ Yes ☐ No

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

This form shall be completed in its entirety and submitted with the bid. Failure to submit and meet the requirements as stated in the instruction to bidders shall be grounds for rejection of the bid. The City of La Center will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor

Name:

Address:

Phone: _____ **Contact Person:**

Project # 1

Project Name:

Contractor Name: _____ **Awarded Contract Amount:**

Project Description:

Owner: _____ **Contact Person:**

Awarded Contract Amount: _____ **Completion Date:**

Project # 2

Project Name:

Contractor Name: _____ Awarded Contract Amount:

Project Description:

Owner: _____ Contact Person:

Awarded Contract Amount: _____ Completion Date:

Project # 3

Project Name:

Contractor Name: _____ Awarded Contract Amount:

Project Description:

Owner: _____ Contact Person:

Awarded Contract Amount: _____ Completion Date:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on _____, has awarded to _____. hereinafter designated as "Principal," a Contract for construction of the **2025 GUARDRAIL REPAIR PROJECT, PW 2025-01**, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of _____ (\$), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ (\$), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ (\$), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of La Center or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 2025, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Name

Address

Attorney-in-Fact, Surety

Principal

Name and Address

Local Office of Agent

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.