

City of Burlington 2026 Spruce St Curb Ramps
INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION

This project consists of the installation of approximately 700 SY of Sidewalk, 16 ADA ramps, and associated excavation, drainage and gravel import within the City of Burlington, WA. Construction includes, but is not limited to, construction signing; erosion/water pollution control measures; traffic control; and all other Work necessary to complete the project.

2. STANDARD SPECIFICATIONS

All Work on this Contract shall be according to the Plans, Specifications, Bid documents, Addenda and:

- A. Washington State Department of Transportation “Standard Plans” last modified May10, 2025 (including all revisions at date of Bid opening), applies except as may be modified herein.
- B. Washington State Department of Ecology “Stormwater Management Manual for Western Washington” effective 2024.
- C. Washington State Department of Transportation “Standard Specification for Road, Bridge and Municipal Construction 2025” applies except as may be modified herein.
- D. Washington State Department of Transportation “Construction Manual” (M 41-01.24) last modified, March 4, 2025.
- E. In the case of discrepancy, unless noted otherwise herein, the more restrictive provisions shall apply.

The Plans and Specifications shall be considered and used together, and anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. All Specifications and notes appearing on the Plans shall have the same force and effect as though they were repeated herein.

The Engineer may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents. In case of any conflict between the listed and the supplemental drawing, the latter shall govern. The Contractor shall not be entitled to extra compensation because of their compliance with the requirements of such supplemental drawings unless they contain new requirements. When new or additional Work is required by supplemental drawings compensation shall be as provided in the Standard Specifications and these Special Provisions.

3. INTENT OF PLANS AND SPECIFICATIONS

The Plans and Specifications shall be considered and used together, and anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental Plans and Specifications to define more clearly any requirement of the original documents. In case of any conflict between the listed and the supplemental Plans, the latter shall govern. The Contractor shall not be entitled to extra compensation because of their compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced Contractor in his examination of the original listed drawings or could not reasonably be inferred therefrom as requirements of the Contract, and then only as provided in the General Provisions.

All Specifications and notes appearing in the Plans shall have the same force and effect as though they were repeated herein.

4. QUANTITIES ARE APPROXIMATE

The quantities named in the Proposal or separately listed are approximate only, but these are to be used as a basis for the comparison of Proposals and to determine the amount of the bonds. However, if unit prices appear to the Contracting Agency to be unbalanced to such an extent that changes in actual quantities required under the Contract might result in Contract price adjustments which would increase payments to the Contractor excessively, then the Contracting Agency may take such a condition under consideration in making the Award of the Contract.

5. ADDENDA AND INTERPRETATIONS OF DOCUMENTS

No interpretation of the Contract Documents or other pre-Bid documents will be made to any Bidder upon an oral request. Every request for such interpretation shall be submitted in writing, addressed to City of Burlington and to be given consideration shall be received at least three days prior to the date fixed for opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed or otherwise delivered to each prospective Bidder. Failure of any Bidder to receive any such Addenda shall not relieve such Bidder from any obligation under their Bid as submitted. All Addenda so issued shall become a part of the Contract Documents. No Addenda will be issued within 3 calendar days prior to the date fixed for opening Proposals.

6. QUALIFICATIONS OF BIDDER

The Contracting Agency requires that this project shall be built by a Contractor who is competent in this type of Work, has been the general Contractor on at least five similar projects in Washington State within the last five years, and is adequately financed. The Contracting Agency requests that the Bidder submit a written statement to show experience

in construction Work of this character as an indication of qualifications and business standing. The Bidder shall fill out the enclosed form in its entirety. Failure to do so may cause rejection of the Proposal.

7. PREPARATION OF PROPOSAL

Proposals must be submitted on the original forms by filling in, with ink, (or typing) each and every blank provided for such purpose in the form headed "Proposal", or if the Bidder is required to provide a special form appropriate to the nature of their Proposal then such form shall be complete in all respects as required by the Contract Documents if it is to merit consideration by the Contracting Agency. In the event of a discrepancy between the quantity times the unit price and the total price indicated, the unit price shall prevail.

If the Proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of a partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the Proposal should be signed with the name of the corporation, and the State in which incorporated, followed by the written signature of the qualified officer and the designation of the office it holds in the corporation. The address of the person, firm or corporation in whose behalf the Proposal is submitted shall be given. The Bidder shall comply with all other specific requirements of the Proposal form.

8. ALTERATION OF DOCUMENTS PROHIBITED

Except as may be provided otherwise herein, Proposals which are incomplete, are conditioned in any way, contain unverified measures or alterations, include items which are not named in the Proposal form or which are unlawful, may be rejected.

9. MODIFICATION OF PROPOSAL

Change in a Proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by an authorized person (signatory of the company) and the request is received prior to the scheduled closing time for the receipt of Proposals. To be effective, every modification must be made in writing over the signature of the Bidder and no other procedure will be acceptable. The revised Proposal shall be considered official if it is received before the time for opening Bids.

10. WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn at any time prior to the scheduled closing time for filing Proposals. This may be done by the Bidder in person or upon their telegraphic or written request. A telephoned request for withdrawal of a Proposal will not be recognized. If withdrawal is made personally, a written acknowledgment thereof will be required.

After the scheduled closing time for filing Proposals, no Bidder will be permitted to

withdraw their Proposal unless no Award of Contract has been made prior to the expiration of 60 days immediately following the date when Proposals are opened. Proposals received after the scheduled closing time will be returned to the Bidder unopened.

11. POSTPONEMENT OF OPENING

The Contracting Agency reserves the right to postpone the date and time last announced for opening Proposals and such postponement may be made at any time prior to the time last announced for opening Proposals. The Contracting Agency will give written or telegraphic notice of any such postponement to each party to whom Contract Documents have been issued, followed by issuance of an Addendum confirming the changing of the announced time for opening Proposals.

12. OPENING PROPOSALS

All Proposals received prior to the scheduled closing time and which are not withdrawn as above provided will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any Proposal which is not signed, will not be read and consequently, will be rejected without consideration.

13. ACTION ON PROPOSAL

- A. Within 60 days after the opening of all accepted Bids, the Contracting Agency may act either to issue a Notice of Award or to reject all Proposals. Failure of the Contracting Agency to issue a Notice of Award within the said time, or such additional time as the apparent lowest responsive Bidder shall agree to extend its Proposal, shall constitute rejection of all Proposals.
- B. The Notice of Award will be signed by a duly authorized official of the Contracting Agency and delivered to the Bidder in the manner provided for written notices. No other action or notice shall constitute a Notice of Award. Delivery of a Notice of Award shall obligate the Bidder who receives such notice to furnish performance and material payment bonds, insurance policies and to execute the Contract and furnish Statement of Intent to Pay Prevailing Wages.
- C. Within ten (10) days after delivery of Notice of Award, or such additional time as is allowed by the Contracting Agency, the Bidder shall furnish satisfactory performance and material payment and maintenance bonds, insurance certificate or insurance policies, copy of their Washington State Contractor's license, statement of intent to pay prevailing wages, and shall execute the Contract. Failure, neglect, or refusal by the Bidder to do so shall constitute a breach of agreement to furnish the required documents and to enter into the Contract. The damages to the Contracting Agency for such a

breach of agreement will include monetary loss from, among other things, interference with the Contracting Agency's construction program and normal operations. The amount of such damage is difficult or impossible to compute. The Contracting Agency has estimated, and each Bidder by submitting its Proposal, agrees that, reasonable compensation for damages resulting from such breach of agreement shall be the amount of the Proposal guaranty and promises to pay that amount as liquidated damages for such breach.

- D. Any Bidder receiving a Notice of Award, who fails, neglects or refuses to furnish performance and material payment bonds, insurance certificate or insurance policies and executes the Contract as herein provided shall not be the lowest responsive Bidder. The Contracting Agency may then select the lowest responsive Bidder and deliver a Notice of Award to such lowest responsive Bidder.

14. TIME OF COMPLETION

Contract shall be executed within ten (10) days after the Notice of Award and the Contract time shall commence within ten (10) days after the Contracting Agency issues the "Notice to Proceed".

All Work shall be completed by June 1, 2026.

If said Work is not completed within the time specified, the CONTRACTOR agrees to pay CITY OF BURLINGTON, WASHINGTON, liquidated damages as specified in Section 1-08.9 of the Washington State Department of Transportation 2025 Standard Specifications for Road, Bridge and Municipal Construction for each day said Work remains uncompleted after expiration of the specified time.

15. AFFIDAVIT OF NON-COLLUSION

The Contracting Agency reserves the right to require that any Bidder, before being awarded a Contract, shall execute a non-collusion affidavit in such form as will satisfy the Contracting Agency that the Bid offered is genuine, is not a sham or collusive and in no respect or degree is made in the interest or on behalf of any person, firm or corporation not named in the Proposal containing such Bid.

16. SAFETY

The Contractor shall be responsible for compliance with all Federal, State and Local Construction Safety Standards.

17. CONTRACTOR'S RESPONSIBILITY

It is understood that the Plans, Specifications and other Contract Documents do not purport

to control the method of performing the Work, but only the requirements as to the nature of the completed Work. The Contractor assumes the entire responsibility for the method of performing and installing the Work. Suggestions as to the method included in the Contract Documents shall be deemed advisory only; and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this Contract.

18. PERMITS

The successful Bidder shall be responsible for obtaining all necessary permits associated with the actual construction of the project; such as, permits to haul oversize equipment on State highways and local roads.

The successful Bidder shall have, or be required to purchase, a City of Burlington Business License.

19. LAWS AND REGULATIONS

The Bidder is assumed to be familiar with all Federal, State, County and City laws or regulations, which in any manner affect those engaged or employed in the Work, materials or equipment used in the proposed construction, or which in any way affect the conduct of the Work; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in these Plans, Specifications or Contract Documents contrary to any laws or regulations, the Bidder shall report it to the Contracting Agency in writing.

20. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC AND BID PROCEDURES AND CONDITIONS

The Contractor shall abide by all provisions of Division 1, Sections 1-02 and 1-07 of the Washington State Department of Transportation 2025 Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto.

21. REJECTION OF PROPOSALS

The Contracting Agency reserves the right before or after opening, to reject any or all Proposals or to waive any informalities therein if it is believed that the best interest of the Contracting Agency will be served thereby.

PROPOSAL

THE UNDERSIGNED BIDDER PROPOSES TO FURNISH ALL NECESSARY LABOR, TOOLS, MATERIALS, EQUIPMENT AND SERVICES REQUIRED FOR THE CONSTRUCTION OF 2026 SPRUCE ST CURB RAMPS WITHIN THE CITY OF BURLINGTON, ALL IN ACCORDANCE WITH THIS PROPOSAL AND WITH THE PLANS AND SPECIFICATIONS.

Name of Bidder _____

Street Address _____

City/Zip Code _____

Telephone _____ No. ____

Fax No. _____

E-Mail _____

Bidders Responsibility:

A. It is the intent of Owner to Award a Contract to the low responsible Bidder. Before Award, the Bidder must meet the following Bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

- 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;

Contractor's State License Number: _____

- 2. Have a current Washington Unified Business Identifier (UBI) number;

Contractor's 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;

Contractor's Washington Employment Security Department
Number _____

- c. Have a Washington Department of Revenue State excise tax registration number, as required in Title 82 RCW;

Contractor's Dept. of Revenue State Excise Tax Registration
Number: _____

- 4. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

To: City of Burlington Public Works

Gentlemen:

This Proposal is submitted as an offer by the undersigned to enter into the Contract with the City of Burlington, hereinafter referred to as Contracting Agency, for furnishing of materials, labor, tools, equipment and services required for construction of the 2026 Spruce Curb Ramps Project. Said Improvements are described in this Proposal and also by the Plans and Specifications, which are a part hereof with the same force and effect as though they were attached hereto. This offer is conditioned on the following declarations as to the acts, intentions and understanding of the undersigned and the agreement of the Contracting Agency to the terms and prices herein submitted.

Prices for this proposal are listed within the schedule of prices.

1. All of the Plans and Specifications have been examined by the undersigned and their terms and conditions are hereby accepted.
2. It is understood that the Plans and Specifications may be supplemented by additional Plans and/or Specifications and it is agreed that such supplemental Plans and Specifications, when not in conflict with those referred to in paragraph 1 above, will have the same force and effect as if completed and attached hereto and that when received they will be considered a part of the Contract Documents.
3. It is understood that all the Work will be performed under a lump sum or unit price and that for said lump sum or unit price, all services, materials, labor, equipment and all Work necessary to complete the project in accordance with the Specifications shall be furnished for the said lump sum or unit price named. It is understood that the quantities stated in connection with the price schedule for the Contract submitted herein are approximate only and payment shall be made on the unit prices named for the actual quantities incorporated in the completed Work. Actual quantities may vary significantly

from those appearing in the price schedule. If there shall be an increase in the amount of the Work covered by the lump sum price, it shall be computed on a basis of "extra Work" for which an increase in payment will have been earned and if there be a decrease in the lump sum payment, it shall be made only as a result of negotiation between the undersigned and the Contracting Agency. Furthermore, it is understood that any estimate with respect to time, materials, equipment or service which may appear on the Plans or in the Specifications, is for the sole purpose of assisting the undersigned in checking their own independent calculations and at no time shall the undersigned attempt to hold the Contracting Agency, the Engineer or any other person, firm or corporation, responsible for any errors or omissions that may appear in any estimate.

4. The undersigned will furnish the bonds required by the Specifications and comply with all the laws of the Federal Government, State of Washington and the Contracting Agency which are pertinent to construction Contracts of this nature even though such laws or municipal ordinances may not have been quoted or referred to in these Specifications.

5. The cash, certified check or bid bond accompanying this Proposal shall be forfeited to the Contracting Agency to the extent of 5 percent of the amount of the Bid in case this Proposal is accepted by the Contracting Agency and the undersigned shall fail or refuse to execute the Contract and furnish the bonds as required by the Specifications within the time limit named therein after notification that said Proposal and the Plans and Specifications which are a part hereof have been accepted, all in accordance with the provisions of this Proposal.

6. It is understood that a unit or lump sum price must be provided for each item of each schedule. The extensions in the column headed "Total Price" are made for the sole purpose of facilitating comparison of the Bids. If there are any discrepancies between the unit or lump sum price and the extensions, the unit or lump sum price shall govern. The undersigned acknowledges that they have filled out all required forms in their entirety and accepts the sole responsibility for their accuracy and completion.

7. The undersigned agrees that the "Time of Completion:" shall be as herein defined or referenced in the documents entitled Instructions to Bidders, Contract Documents and Specifications and that they will complete the Work within the specified period of time after "Notice to Proceed" has been issued by the Contracting Agency.

Bidder further agrees to pay as liquidated damages, for the failure to complete the Contract on time that which is specified in Section 1-08.9 of the Washington State Department of Transportation 2025 Standard Specifications for Road, Bridge and Municipal Construction.

8. The undersigned proposes to furnish all labor, materials, equipment and services for road improvements for the above listed lump sum or unit prices as applicable. The foregoing prices shall include all labor, materials, equipment, overhead, profit, insurance and all other incidental expenses, including use taxes, to cover the finished Work of the several kinds called for.

9. The undersigned, as Bidder, acknowledges that Addenda Numbers _____ to _____ have been delivered to them and have been examined as part of the Contract Documents.

(Firm Name of Bidder)

(Corporate Seal)

(Signature of
Bidder)

(State of Incorporation, if incorporated)

Dated at _____ this _____ day of _____, 2026.

- NOTE:
1. If the Bidder is a co-partnership, so state, giving firm name under which business is transacted.
 2. If the Bidder is a corporation, this Proposal must be executed by its duly authorized official(s).

Schedule of Prices

2026 Spruce St Curb Ramps

Item No.	Spec. Section	Description	Est. Qty.	Unit	Unit Price	Amount
1	2-01	Mobilization	1	LS	\$	\$
2	2-04	Traffic Control	1	LS	\$	\$
3	3-03	Roadway Excavation with Haul	600	CY	\$	\$
4	5-04	Sawcutting	1500	LF	\$	\$
5	4-05	Crush Surfacing Base Course	100	TN	\$	\$
6	4-05	Gravel Base	400	TN	\$	\$
7	5-05	Cement Conc. Sidewalk	356	SY	\$	\$
8	5-05	Cement Conc. Curb & Gutter	1424	LF	\$	\$
9	5-05	Cement Conc. Driveway Apron	20	SY	\$	\$
10	8-14	Truncated Domes – Detectable Warning Surface	256	SF	\$	\$
11	5-05	ADA Ramp – Cement Conc. Sidewalk	312	SY	\$	\$
12	5-05	Cement Conc. Sidewalk– Cardinal Red- Stamped (City provided brick molds)	275	SY	\$	\$
13	5-05	Cement Conc. Pedestrian Curb	160	LF	\$	\$
14	1-08	Force Account	1	F/A	\$15,000	\$15,000
15	9-05	Catch Basin Type 1 with frame & grate	6	EA	\$	\$
16	9-05	8" PVC storm piping solid wall	145	LF	\$	\$
17	9-05	Adjustments to Finished Grade	1	LS	\$	\$

TOTAL COST (Taxes N/A)

\$ _____