

**SECTION I**  
**GENERAL INFORMATION**

# **CALL FOR BIDS**

## COLVILLE CONFEDERATED TRIBES LOWER AND UPPER LOOP HOMES ROADWAY IMPROVEMENTS

Notice is hereby given that sealed bids will be received by the Colville Confederated Tribes Department of Transportation Business Service Supervisor until **9:30 AM** on **May 30, 2024**. Bids shall be opened by the CCTDOT at **10:00 AM** on **May 30, 2024** and publicly read aloud.

A mandatory pre-bid conference will be held at **10:00 AM on Tuesday May 21, 2024**, at the CCTDOT office.

Bid proposals may be sent by mail, or hand delivered, to the Business Service Supervisor at Colville Confederated Tribes Department of Transportation, 23 Nespelem – San Poil Street, Nespelem, WA 99155, prior to the opening. The envelope shall be plainly marked with “SEALED BID for the Colville Confederated Tribes – Lower & Upper Loop Homes – Roadway Improvements Project” and shall clearly indicate the name and address of the bidder. The bid opening will take place at the DOT Office, Colville Confederated Tribes Department of Transportation, 23 Nespelem – San Poil Street, Nespelem, WA 99155. Proposals received after the time fixed for opening will not be considered.

The improvements for which bid will be received are generally described below:  
Includes approximately 125 cubic yards of roadway excavation, 2,650 cubic yards of crushed surfacing, 2,150 tons of hot mix asphalt, 10,690 square yards of full depth reclamation, temporary traffic control, and related miscellaneous items.

Bids must be completed on a unit price basis as indicated on the BID PROPOSAL, and the total price shall be used for comparison of bids.

The owner reserves the right to waive any informalities, minor defects, or to reject any or all bids.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in the amount equal to five (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the same time stated in the specifications, the bid proposal deposit shall be forfeited to the Colville Confederated Tribes Department of Transportation.

The Issuing Office for the Bidding Documents is: TD&H Engineering, 303 E. 2nd Avenue, Spokane, WA, (509) 622-2888, Harlan Engberg, P.E., (509) 622-2888, [harlan.engberg@tdhengineering.com](mailto:harlan.engberg@tdhengineering.com).

Bidding Documents may be examined at Spokane Regional Plan Center; Northwest Association of General Contractors; Associated Builders and Contractors; Seattle Daily Journal of Commerce Plan Room; Builders Exchange of Washington; Wenatchee Plan Center; Tri-Cities Plan Center; and Contractor Plan Center, Milwaukie, Oregon; online at [www.tdhplanroom.com](http://www.tdhplanroom.com); the Colville Confederated Tribes Department of Transportation, 23 Nespelem – San Poil Street, Nespelem, WA, on Mondays through Thursdays between the hours of 8:00 a.m. – 4:00 p.m.; and the office of the Engineer, TD&H Engineering, 303 E. 2nd Avenue, Spokane, WA, on Mondays through Fridays between the hours of 8 a.m. – 5 p.m.

Bidding Documents may be viewed and ordered online at [www.tdhplanroom.com](http://www.tdhplanroom.com). Complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available.

First  
Publication: Tribal Tribune  
Monday, May 6, 2024

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Second  
Publication: Omak Chronicle  
Wednesday, May 8, 2024

**TERO requirements apply:**

- a. Bid proposal shall include a TERO fee, which is 5% of total bid amount. All contractors and subcontractors are required to obtain a Colville Tribal Contractors License prior to submitting a bid. License shall be submitted with bid proposal.
- b. Call Colville Tribes TERO Office at 509-634-2716 for TERO Compliance and License information.

**Contact requirements:**

- a. All bidders shall be examined using Sam.gov in addition to other examinations and requirements of this contract.

## INFORMATION FOR BIDDERS

BIDS will be received by the Colville Confederated Tribes Department of Transportation (herein called the "OWNER") at the time and location set forth in the Call for Bids herein before and then at said office publicly opened and read aloud. All proposal are confidential and become the property of the Colville Tribes.

Each BID must be submitted in a sealed 9.5" X 12" envelope addressed to the Colville Confederated Tribes Department of Transportation. Each sealed envelope containing a BID must be plainly marked on the outside as BID for the **Colville Confederated Tribes – Lower & Upper Loop Homes – Roadway Improvements Project**. The envelope should bear on the outside the name of the BIDDER, address, contractor registration number if applicable, date and time of bid opening, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at the above address.

All BIDS must be made on the Agency provided PROPOSAL FORM. All blank spaces for BID prices must be filled in, in ink or typewritten, and the PROPOSAL FORM must be fully completed and executed when submitted. Only one copy of the PROPOSAL FORM is required.

Before submitting their proposal, the BIDDER shall examine the site of the work and review the drawings and specifications including ADDENDA and ascertain for themselves the work required and all of the physical conditions in relation thereto. Failure to take this precaution will not release the successful BIDDER from entering into contracts nor excuse the BIDDER from performing the work in strict accordance with the terms of the contract. No verbal statement made by any officer, agent, or employee of the OWNER, in relation to the physical conditions pertaining to the site of the work, will be binding on the OWNER during the gathering of information for proposal preparation by the BIDDER. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve them from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID deposit payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the deposits of all except the three lowest responsible BIDDERS. When the Agreement is executed, the deposits of the two remaining unsuccessful BIDDERS will be returned. A certified check may be used in lieu of a BID bond.

A performance and payment bond in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign bid bond and contract bonds must file with each bond a certified and effective dated copy of their power of attorney.

CONTRACTOR shall not commence work until a NOTICE TO PROCEED has been issued by the OWNER.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER, in the OWNER'S discretion, that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the contract payment and performance bond within twenty (20) calendar days after the date on the NOTICE OF AWARD. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER reserves the option to consider the BIDDER in default, in which case the BID deposit accompanying the bid shall become the property of the OWNER.

A conditional or qualified BID will not be accepted.

Award will be made as a whole to one bidder. Separate awards to more than one bidder will not be considered. Bids will be evaluated in accordance with the criteria in the bid documents. The OWNER reserves the right to reject all bids.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. If there is a conflict between State and Tribal law, Tribal law shall supersede.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. **A mandatory pre-bid conference with the CCTDOT will be held at 10:00 AM on Tuesday, May 21, 2024, at the CCTDOT office.** The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The apparent lowest responsible BIDDER must supply the names and addresses of all material suppliers and subcontractors. This information shall be required as part of the bid packet.

All documents, vendor lists, and subcontractor information must be received by the Contracting agency by the applicable due dates and times, and in no case, later than the bid opening.

If there is a conflict between WSDOT specifications and Colville Tribes' law, the Tribes' law will take precedence.