



**To be considered responsive ALL bids must acknowledge ALL addenda on BID  
CONFIRMATION & COVER SHEET and submit that form with the bid**

**ADDENDA # \_1\_**

**DATE ISSUED: December 8, 2022**

**Bidder Questions**

☐ Change    ☒ Clarification    ☐ Addition

1. We are assuming all existing bus stop signs will be able to be reinstalled and no new signs are required?
  - a. WTA will remove and install all WTA bus stop signage.
2. Type 4,5,6 you are showing a 0% slope towards existing curb & gutter or existing improvement. Is that a correct detail?
  - a. That is a correct detail. To comply with COB stormwater requirements, we don't want the slope to be towards the curb. So in those cases with retaining wall in back, slope preference would be in one direction parallel to the curb, but not sloping towards the curb. This is so that we can direct the wash water from washing shelters and pads, into adjacent landscape. Wash water is not supposed to drain into storm drains, even without any soap products used.
3. Are there any TERO requirements for work performed on the reservation?
  - a. Yes, for all three stop location in Lummi Nation boundaries. This was confirmed with Kirk Vinish, Lummi Planning/Transportation Department.
4. Is the contractor performing the work only required to pay the TERO tax?
  - a. The contractor performing the work within Lummi Nation boundaries is required to pay the TERO tax when the work is over \$5,000.00 and is also required to fill out a compliance plan regardless of the project cost.
5. Are they additionally required to fill out a compliance plan and hire native employees for this work?
  - a. Contractor will need to contact Lummi Nation TERO office to determine what the requirements will be to hire native employees. Here is the CONTACTS page <https://www.lummi-nsn.gov/Website.php?PageID=440>
6. 2532 York St at Franklin. Are we supposed to connect the proposed back of wall drain to an existing catchbasin or storm pipe?



During excavation it is likely that the nearby trees & shrubs will be unsalvageable (likely be excavating within 1' of the trees and will ruin the root base), is WTA in contact with the property owners about these issues or will communication between the property owners fall on the contractor?

- a. No, just drains into rock fill and into landscape. Use perforated pipe.

WTA will communicate with property owners adjacent to the stops, about work being performed, prior to the work taking place.

Regarding the shrubs, the Kinnikinnick groundcover can be cut back/removed from the excavation area and not replaced. There will be plenty of the groundcover left in place that won't need to be disturbed. One or two shrubs may need to be relocated to other locations in the existing planting bed.

Regarding the trees, WTA believes with careful excavation, and re-positioning the planned placement of the new ADA pad so it is more in the center between the two trees, the trees will survive. If needed for this location, the length of the new pad parallel to the roadway can be reduced to 8' to help maintain the integrity of the trees.

- 7. is the contractor responsible to replace tree's & shrubs?
  - a. WTA doesn't expect any trees to be harmed to the extent of not being salvageable. If shrubs are damaged and need to be replaced, they would need to be replaced like-with-like.
- 8. if so please spec what plantings are required
  - a. Replace like-with-like.

#### 1.36 VEGETATION PROTECTION AND RESTORATION

In conjunction with WSDOT General Specification Division 1, section 1.07.16(2), Contractor shall protect all trees and vegetation that are not to be removed. Contractor shall take care not to damage existing sidewalks, curbs and road surfaces outside of the project limits. All damage or undermining shall be the contractor's responsibility to immediately repair to the standards of the jurisdiction having authority.

- 9. #3111 Lake Whatcom Blvd at E. Strawberry Pt. Bellingham. It appears we are filling in an existing ditch to a certain degree. Are we going to be required to install a culvert under this concrete pad? Or would we need to address that in a change order if required?
  - a. Yes, install culvert pipe to maintain ditch drainage pathway.

Do we just daylight the back of wall drain into the existing ditch

Yes



**BID BOND – Required Form**

☒ Change    ☐ Clarification    ☐ Addition

An interested bidder noticed an error in the bid bond. Bidders are instructed to use this BID BOND

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

\_\_\_\_\_, as PRINCIPAL and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Washington, as SURETY, are held and firmly bound unto the WHATCOM TRANSPORTATION AUTHORITY, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of the bid proposal of said PRINCIPAL for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed proposal for the following construction, to wit: PROJECT # 2022 – 025 ITB ADA BUS STOP IMPROVEMENTS said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by the PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish bonds as required by the OBLIGEE within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this bond shall be null and void, otherwise it shall remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a bid for the above named project, is awarded the contract and fails to provide bonds acceptable to the OBLIGEE, the PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Principal

By \_\_\_\_\_

Surety